

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
BENJAMIN GRANT (A/L)



SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

CITY COUNCIL MEETING - MAY 19, 2025

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Mark Dion, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

<https://portlandme.portal.civicclerk.com/event/7621/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes - May 5, 2025

PROCLAMATIONS:

Proclamation 36-24/25 Recognizing Mary Bonauto for Her Contributions to Civil Rights - Sponsored by Mark Dion, Mayor

Proclamation 37-24/25 Recognizing May 18 to May 24, 2025 as National EMS Week - Sponsored by Mark Dion, Mayor

Proclamation 38-24/25 Recognizing May 18 to May 24, 2025 as Arbor Week - Sponsored by Mark Dion, Mayor

Proclamation 39-24/25 Recognizing June 2025 as LGBTQ+ Pride Month - Sponsored by Mark Dion, Mayor

Proclamation 40-24/25 Recognizing May 2025 as Jewish American Heritage Month - Sponsored by Mark Dion, Mayor

Proclamation 41-24/25 Recognizing May 2025 as Older Americans Month - Sponsored by Mark Dion, Mayor

CONSENT ITEMS:

Order 198-24/25 Declaring July 26, 2025 the 23rd Annual Greater Portland Festival of Nations - Sponsored by Danielle P. West, City Manager

This will be the 22nd Annual Festival of Nations held at Deering Oaks Park. The festival is organized by Women In Need Industries and the Mugadi Foundation & co-sponsored by the City of Portland. The event showcases Maine's ethnic diversity. The festival features music, food, cultural exhibits, children's activities and folk art from many nations around the world. Admission is free. Refreshments, crafts, artwork and other items will be for sale. The festival is held rain or shine.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 199-24/25 Granting Municipal Officers' Approval of El Luchador Holdings LLC, dba Terlingua Outpost. Application for Class I FSE at 34 Washington Avenue - Sponsored by Danielle P. West, City Manager

Application was filed on 4/18/25. Location was previously secondhand goods store.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 200-24/25 Granting Municipal Officers' Approval of DC Baxter Woods II LLC, dba DC Baxter Woods II LLC. Application for Auditorium with Indoor Entertainment at 631 Stevens Avenue - Sponsored by Danielle P. West, City Manager

Application was filed on 4/29/25. Location was previously Maine Girls Academy.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

Order 201-24/25 Granting Municipal Officers' Approval of Lukes Lobster XL LLC, dba Dry Dock. Application for Class I FSE with Private Outdoor Dining at 84 Commercial Street - Sponsored by Danielle P. West, City Manager

Application was filed on 4/29/25. Location was previously Dry Dock.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

BUDGET ITEMS:

THE CITY COUNCIL HELD A FIRST READ ON THE FISCAL YEAR 2026 SCHOOL BUDGET AT THE MAY 5, 2025 CITY COUNCIL MEETING AND ACCEPTED PUBLIC COMMENT. THE SECOND READ AND A PUBLIC HEARING ON THE SCHOOL BUDGET WILL BE HELD DURING THIS MEETING (MAY 19, 2025 AT 5:00 PM).

The City Council Finance Committee voted on April 29, 2025 to recommend passage of FY26 School Board Recommended Budget as presented by Superintendent Scallon in the amount of \$162,800,974.00. Passed (3-0).

Order 181-24/25 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

The following School Budget Orders are required by 20A M.R.S. §15690 in order to comply with what is known as LD1, a set of state laws passed to control increases in property taxes.

This order provides \$107,918,121 as the amount determined by state law to be the minimum amount the City must appropriate in order to receive the full amount of state funding under the Essential Programs and Services Funding Act.

This order requires the city to raise \$88,191,157 as the city's contribution to the total cost of funding public education from K12 as described in the EPS law. The City's tax levy based on the budget submitted by the Portland Board of Public Education for the total for school budget programs of \$153,703,807 will be \$125,019,522.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 182-24/25 Approving Non-State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Nonstate funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects and portions of school construction projects that are not approved for state funding. The bonding of this long-term debt was previously approved by the voters or the City Council.

This order appropriates \$414,168 for the annual payments on debt service previously approved by the voters or the City Council for non-state (local only) funded school construction projects. The state no longer includes minor capital projects in this calculation. The \$414,168 is in addition to the funds appropriated as the EPS required local share (amount of the City's contribution to the total cost of funding public education from kindergarten to grade 12).

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 183-24/25 Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

This order appropriates \$36,828,365 in additional city funds over and above regional Essential Programs and Services amount and the nonstate funded debt service amount.

This exceeds the EPS funding model by \$36,828,365 and is needed to cover the School Department's costs that the state's funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs; transportation costs; professional development costs; debt service for pension obligation;

and debt service capital renovation costs.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 184-24/25 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

This order is required by 20A M.R.S.A. §15690(4)(A). It sets the School Budget required by state law.

This will be sent to the voters for approval at a citywide Referendum Election on June 10, 2025. \$127,225,989 of the \$162,800,974 would come from would come from property taxes.

This order does not provide money unless the other General Fund budget orders are passed.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 185-24/25 Appropriating and Raising Funds for Adult Education for Fiscal Year 2026 as required by the Maine Revised Statutes, Title 20-a M.R.S §8603-a(1) - Sponsored by Finance Committee, April Fournier, Chair

This order raises the sum of \$3,463,530 for Adult Education for Fiscal Year 2025-2026 and \$2,206,457 as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 186-24/25 To Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

This order raises and appropriates \$0 for the Food Service Program for Fiscal Year 2025-2026. The Portland School Department is authorized to expend any un-expended balances and additional, incidental or miscellaneous receipts in the interest and for the well-being of the food service program.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 187-24/25 Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Disposition of Any Additional State Subsidy Received: In the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved

by the Portland Board of Education, subject only to approval by the City Council.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

PUBLIC COMMENT WILL BE TAKEN AT THIS COUNCIL MEETING ON ALL MUNICIPAL BUDGET ORDERS. THE SECOND READ OF THE MUNICIPAL BUDGET WILL TAKE PLACE ON JUNE 2, 2025, AT WHICH POINT ACTION IS EXPECTED TO BE POSTPONED TO JUNE 23, 2025.

The City Council Finance Committee voted on May 15, 2025 to recommend passage of FY26 City Manager's Recommended Budget in the amount of \$365,626,127. Passed (3-0).

Order 202-24/25 Approving Fiscal Year 2026 Administrative Fees for City Clerk, Sustainability Office, Fire, Parking, Parks, Recreation & Facilities, Planning, and Public Works - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes administrative charges in the City Clerk's Office (Counter Wedding Ceremony Fees), Sustainability Office (Electric Charging Meter Fees), Fire Department (Non-Billable Transport Fees), Parking Division (Elm & Spring Street Garages Monthly Fees), Parks, Recreation & Facilities Department (Aquatics Fees, Athletic Fields Fees, Cemetery Fees, Golf Course Fees, Ice Arena Pickup Hockey Fee, & Recreation Fees), Planning (Application Fees), and Public Works (Permanent Pavement Restoration Fees).

This item must be read on two separate days. This is its first reading.

Order 203-24/25 Authorizing the City Manager To Enter into Certain Agreements To Implement the Fiscal Year 2026 Human Resources and Certain Fringe Benefits Budgets - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for Fiscal Year 2026 to implement portions of human resources, medical, workers' compensation, and liability budgets.

This item must be read on two separate days. This is its first reading.

Order 204-24/25 Approving the Fiscal Year 2026 Self-insured Liability Program - Sponsored by Finance Committee, April Fournier, Chair

This order establishes the limit of the City's liability as \$400,000 as required by the Maine Tort Claims Act and states the City's commitment to "self-insure" for such liability by approving funds for this purpose.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 205-24/25 Authorizing the Director of Parks, Recreation & Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Finance Committee, April Fournier, Chair

This order would authorize the Director of Parks, Recreation & Facilities or their designee to sign rental contracts and set associated fees. This authorization is required

annually.

Staff has historically set fees and signed rental agreements for City facilities including but not limited to Merrill Auditorium, the Portland Exposition Building, Ice Arena, Riverside Golf Course, Portland cemeteries, and Ocean Gateway. These facilities host hundreds of events annually, and fees are determined based on the unique staffing levels and services they require.

The City's Legal Department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed.

Venues/programs overseen by this Department are run in a business-like manner and need the flexibility to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 206-24/25 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2026 Health & Human Services Budget - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department. In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 207-24/25 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by Finance Committee, April Fournier, Chair

This order authorizes the City Manager to accept and appropriate existing and new scholarship trusts and to enter into standard form trust agreements as approved by Corporation Counsel.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 208-24/25 Authorizing the Director of Parks, Recreation & Facilities to Accept Donations up to \$10,000 for Parks, Recreation & Facilities Department Programs and City Funds - Sponsored by Finance Committee, April Fournier, Chair

The Parks, Recreation & Facilities Department receives frequent donations for many of the programs it works on and with, like the Land Bank, the Portland Youth Corps, and the Tree Trust. This order will allow the department director to accept donations as much as \$10,000 without needing to receive approval from the City Council.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 209-24/25 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Finance Committee, April Fournier, Chair

This item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year. Otherwise, it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case-by-case approach.

Five affirmative votes are required for passage. Staff is recommending this item be postponed to coincide with consideration of the Appropriation Resolve.

Order 210-24/25 Authorizing Non-Union Wage Adjustment - Sponsored by Finance Committee, April Fournier, Chair

This Order authorizes the City Manager to utilize a 3% Cost of Living Adjustment (COLA) for pay adjustments for non-union employees, elected officials, the City Clerk and Corporation Counsel.

This item must be read on two separate days. This is its first reading.

Order 211-24/25 Designating Fiscal Year 2026 Funds for Specific Island Services - Sponsored by Finance Committee, April Fournier, Chair

The municipal budget includes \$45,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY26:

- Item A: Summer Bike Program Tickets (CBL): \$250
- Item B: Needs-Based PI Resident Tickets (CBL): \$3,000
- Item C: PI Student Tickets (CBL): \$450
- Item D: Island Taxi (ITS): \$25,000
- Item E: Island Compost Project: \$2,400
- Item F: Peaks Environmental Action Team fitness station project: \$2,000
- Item G: PI Council Administrative Expenses: \$2,250
- Item H: Peaks Island Children's Workshop \$ 7,250
- Item I: Home Start allocation: \$2,400

This item must be read on two separate days. This is its first reading.

Order 212-24/25 Appropriating \$15,900,000 in Fund Balance - Sponsored by Finance Committee, April Fournier, Chair

This order appropriates \$8,800,000 from Unassigned Fund Balance to provide tax stabilization and support City Health and Human Services operations during Fiscal Year 2026.

This order appropriates an additional \$7,100,000 from Assigned Fund Balance to offset a portion of the final pension obligation bond debt service payment which is due in Fiscal Year 2026.

This item must be read on two separate days. This is its first reading.

Order 213-24/25 Amendment to Portland City Code Chapter 25 Re: Various Fee Increases for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

This amendment increases in the Portland City Code (Chapter 25 Section 25-27(a)(3)): the Sidewalk Permit fee from \$32.50 per day to \$50.00 per day, the Single Lane Closure Permit fee from \$200.00 per day to \$215.00 per day, and the Street Closure Permit fee from \$400.00 per day to \$430.00 per day. All increases would be effective July 1, 2025, the start of Fiscal Year 2026.

This item must be read on two separate days. This is its first reading.

Order 214-24/25 Fiscal Year 2025-2026 Appropriation Resolve - Sponsored by Finance Committee, April Fournier, Chair

The Appropriation Resolve contains the Finance Committee's recommended budget for Fiscal Year 2026 for general municipal purposes in the amount of \$365,626,127. In addition, it contains the Finance Committee's recommended budget for Fiscal Year 2026 for the School Budget of \$162,800,974.

The tax levy based upon the Finance Committee's recommended budget is \$115,430,182 for general municipal purposes and \$127,225,979 for the School Budget.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2025 and sets October 17, 2025 as the tax due date, which may be paid in two installments due October 17, 2025 and on March 20, 2026.

The delinquency rate of interest is set at 8.5% per year, and the abatement rate of interest is set at 4.5% per year.

This item must be read on two separate days. This is its first reading.

Order 215-24/25 Amendment to Portland City Code Chapter 9 re: Funding Amount for Clean Election Fund for Fiscal Year 2025-2026 - Sponsored by Finance Committee, April Fournier, Chair

The Finance Committee Recommended Budget included fiscal year 2025-2026 Clean Elections program funding of \$121,943. This order amends Chapter 9 to adjust program funding for fiscal year 2025-2026 only. City Clerk Ashley Rand agreed this level of funding is sufficient for the upcoming fiscal year.

This item must be read on two separate days. This is its first reading.

Order 216-24/25 Appropriating \$275,000 from Excess Fund for Casco Bay Island Transit District - Sponsored by Finance Committee, April Fournier, Chair

This order appropriates \$275,000 from the Casco Bay Island Transit District Maintenance Fund and Excess Fund pursuant to the lease agreement between the City of Portland and the Casco Bay Island Transit District.

This item must be read on two separate days. This is its first reading.

UNFINISHED BUSINESS:

Order 161-24/25 Accepting and Appropriating a \$96,400 State of Maine Community Paramedicine Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

If approved, this grant in the amount of \$96,400 will be used by the Fire Department to expand community paramedicine services. Part of this funding will allow all providers on the Mobile Medical Outreach team, Portland's "Community Paramedics," to attend classes and become certified as Community Paramedics

This item must be read on two separate days. It received its first reading on April 14 and was postponed on April 28. Five affirmative votes are required for passage after public comment.

Order 195-24/25 Amendment to Portland City Code Chapter 14 RE: Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

On February 25, 2025, the Planning Board voted unanimously (5-0, Mazer recused, Silk absent) to recommend that the City Council adopt zoning map and text amendments to establish an Institutional Overlay Zone (IOZ) for the University of New England (UNE) campus and rezone the campus to B-2 Community Business and OS-P Open Space Preservation zones. The proposed amendments would create a uniform zoning designation across the entire UNE Portland campus, replacing the current mix of residential (RN-1 and RN-3), commercial (B-2), and industrial (I-M and I-H) zones with B-2 Community Business and OS-P Open Space Preservation, the latter of which would apply to portions of undeveloped land along the Capisic Brook. The City's major medical and higher education institutions are eligible to apply for IOZ designation, which is encouraged particularly when future development may be inconsistent with existing base zoning. These zoning changes aim to support the long-term evolution of the UNE campus by providing flexibility for academic spaces, residential housing, and publicly accessible open space to better serve students, faculty, staff, and visitors.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 196-24/25 Amendments to Zoning Map RE: B-2 Community Business, Open Space Preservation, and Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

Order 197-24/25 Amendment to Portland City Code Chapters 15 and 35 RE: Requirements for Marijuana Retail Licenses Offering Non-Alcoholic Beverages

Prepared on-Site - Sponsored by Health & Human Services & Public Safety Committee, Anna Bullett, Chair

On April 15, 2025, the Health & Human Services and Public Safety Committee unanimously recommended to the City Council approval of Order 196, which would allow marijuana retail stores to prepare and sell non-alcoholic beverages on site. Currently, these retailers may only sell prepackaged food and drinks.

There are currently 38 licensed marijuana retailers in the City of Portland. To facilitate the co-location of marijuana retail and beverage preparation, City staff will need to increase training, food safety education, and inspections. A fiscal note that reflects the work required to effectively implement this change is included in backup materials.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 217-24/25 Setting the Time for Opening and Closing the Polls on June 10, 2025 RE: Municipal Election - Sponsored by Ashley Rand, City Clerk

Pursuant to 21-A M.R.S. §626, the polls shall open at 7:00 a.m. and close at 8:00 p.m. on Tuesday, June 10, 2025 for the Municipal Election.

Five affirmative votes are required for passage after public comment.

Order 218-24/25 Approving a Three-Year Extension to the Signatory Airline Operating Agreement and Lease at the Portland International Jetport - Sponsored by Danielle P. West, City Manager

The Portland International Jetport issues a single uniform operating agreement and airlines executing this agreement are designated as Signatory Airlines at the Jetport. The Jetport currently has six Signatory Airlines: American, Delta, FedEx, JetBlue, Southwest, and United. Airlines executing this operating agreement must provide a minimum annual landed weight, lease a preferential use gate, and lease office/ticket counter space throughout the term of the agreement.

The current Signatory Airline Operating Agreement and Lease at the Portland International Jetport was approved by the Council in 2016 with a five-year term from July 1, 2016 through June 30, 2021. It has been extended twice by the City Council, in 2021 and 2022, with a current expiration of June 30, 2025. The Jetport and our signatory airlines are now recommending a three-year extension of this agreement through June 30, 2028.

Five affirmative votes are required for passage after public comment.

Order 219-24/25 Approving Assignment of Credit Enhancement Agreement for the Powerpay/Portland Public Market Municipal Development and Tax Increment Financing District Held by East End Corporation to Maine Public Broadcasting Corporation - Sponsored by Danielle P. West, City Manager

In 2009, the City Council approved a TIF District to stimulate new private sector investment in the former Portland Public Market to support the Portland relocation and

retention of the former Power Pay Company (credit card transaction company) to purchase and redevelop the site for their company headquarters. The TIF CEA included a thirty-year term with a 75% capture rate for the first eight years, followed by a 50% capture rate for the remainder of the term. It is noted that this property had a declining municipal assessed value while vacant before the property purchase and redevelopment. Additionally it is noted that this building was redeveloped to a LEED Gold design standard.

East End Corporation then purchased the property in 2019 and the City Council authorized the Assignment to East End Corporation. Recently, Maine Public Broadcasting Corporation (MPBC) purchased the property and this would assign the Credit Enhancement Agreement to MPBC.

Five affirmative votes are required for passage after public comment.

Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - Sponsored by Danielle P. West, City Manager

On April 9, 2025 the Sustainability & Transportation Committee unanimously recommended to the City Council approval of this order, which would amend the traffic schedule as described below.

The City Council is being asked to approve a reassignment of the no parking along the west side length of Pearl Street between Oxford Street and Kennebec Street. The City's recommendation is to add 2-hour parking from 9AM to 5PM, with six spaces between Kennebec Street and Lancaster Street and eleven spaces between Lancaster Street and Oxford Street, with a 50-foot gap across from Noyes & Sons to minimize issues with tractor trailers. The City Council is also being asked to approve a reassignment of the no parking along the west side of Cotton Street. The City's recommendation is to add six spaces of Commercial Loading Zone 30 minutes from 9AM to 6PM adjacent to the businesses and six spaces of 2-hour parking from 9AM to 5PM for the rest.

This item must be read on two separate days. This is its first reading.

Order 221-24/25 Appropriating \$11.5 Million from Jetport Unrestricted Funds - Sponsored by Danielle P. West, City Manager

This item will appropriate \$11.5 million from Jetport unrestricted funds to replace approximately 40,500 square feet of the passenger terminal building roof, relocate Jetport administration offices, relocate the Jetport Operations Center, and develop a new Airport Emergency Operations Center (AEOC). The estimated costs for these projects are as follows:

Passenger terminal building roof replacement (central and east sections):	\$1,900,000
Jetport Administration offices \ Operations Center relocation, and AEOC development:	\$9,600,000
Total:	\$11,500,000

This item must be read on two separate days. This is its first reading.

Order 222-24/25 Order Referring to the Housing and Economic Development Committee the Negotiation of an Option to Lease Agreement with A ProsperityME Affiliate for City Land at 1125 Brighton Avenue - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

The Housing and Economic Development Committee (HEDC) met on May 12, 2025 and voted 3-1 (Sykes against) to recommend to the City Council that an option to lease two sites at 1125 Brighton Avenue be pursued with Developers Collaborative and ProsperityME.

If enacted, this item would authorize Corporation Counsel and City staff to enter into lease negotiations with Developers Collaborative and ProsperityME, who intend to undertake this development as a joint venture. If and when all parties have agreed to lease terms, the proposed lease would be brought to HEDC and the City Council for a recommendation and approval.

This proposal would create up to 100 affordable units for families and individuals across both sites. The buildings would contain a mix of units from one to four bedrooms, with 70% of the units containing two or more bedrooms. The units would be affordable to households at or below 30% to 80% of the area median income (AMI) (30% AMI for a two-person household is \$31,200; four-person household \$38,950 / 80% AMI for a two-person household is \$83,100; four-person household \$103,850).

The developer intends to seek Low Income Housing Tax Credits from MaineHousing in September 2025 for Site 1 and September 2026 for Site 2. Project completion for Site 1 is estimated at November 2027 and November 2028 for Site 2. The developer has also proposed holding three community meetings to engage the neighborhood in the concept planning for Site 1 and four community meetings for Site 2. Developers Collaborative will serve as the development consultant and will initially provide property management services. ProsperityME will be the owner, support tenants through wraparound supportive services, and eventually take over property management responsibilities. A summary of the proposal is included in the item backup.

Five affirmative votes are required for passage after public comment.

UNAGENDA ITEMS - MOVED FROM THE FLOOR

Resolve 10-24/25 Supporting the Development of a Fiscal Partnership Policy for Tax-Exempt Institutions - Sponsored by Kate Sykes, City Councilor

This is the only text that will be visible in the agenda, and should be no more than 1-2 paragraphs in length. If there has been committee action, list that as a first sentence. Please do not include read/vote requirements – this language will be added by Legal/City Manager's offices.

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

<https://portlandme.portal.civicclerk.com/event/7609/media>

PLEDGE OF ALLEGIANCE:

Mayor Dion led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:00pm.

Councilors Present: Councilor Fournier, Councilor Grant, Councilor Sykes, Councilor Ali, Councilor Pelletier, Councilor Michniewicz, Councilor Bullett, Councilor Phillips, Mayor Dion

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Dion opened the floor for public comment. The following individuals spoke: Bradley Davis (27 May Street), Julie (District 2), Willow (Deering), Ray (273 Cumberland Ave), Stephen Scharff (Brackett Street), Darlene (Portland Resident), Gordon Platt (Portland Bicycle and Pedestrian Advisory Committee), Severino Pedro (Portland Resident), Sean (Portland Resident), Karina Foley (Portland Resident), Sloane (District 5), George Rheault (Hanover Street)

ANNOUNCEMENTS:

Mayor Dion opened the floor for Council announcements. The following individuals spoke: Councilor Sykes, Councilor Ali, Councilor Bullett

Motion was made by Councilor Sykes and seconded by Councilor Ali to suspend City Council Rules to to discuss an un-agendaed item.

Mayor Dion opened the floor for Council comment on this motion. The following individuals spoke:

Mayor Dion, Councilor Pelletier, Councilor Ali, Councilor Sykes, Councilor Phillips

Motion Failed: 2-7 (Councilor Fournier, Grant, Ali, Michneivech, Bullett, Phillips, Dion-No)

PRESENTATIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Special City Council Meeting Minutes-April 28, 2025

Motion was made by Councilor Ali and seconded by Councilor Michniewicz for passage.

Passage: 9-0

Mayor Dion opened the floor for public comment. No one spoke.

PROCLAMATIONS:

Proclamation 33-24/25 Recognizing May 18 as National Asian American and Pacific Islander Day Against Bullying and Hate - Sponsored by Mark Dion, Mayor

Councilor Phillips read Proclamation 33-24/25 Recognizing May 18 as National Asian American Pacific Islander Day Against Bullying and Hate into the record.

Proclamation 34-24/25 Declaring May 5, 2025 Missing and Murdered Indigenous Women's Day - Sponsored by Mark Dion, Mayor

Councilor Fournier read Proclamation 34-24/25 Declaring May 5, 2025 Missing and Murdered Indigenous Women's Day into the record.

Proclamation 35-24/25 Recognizing May 12 to May 16, 2025 as National Police Week - Sponsored by Mark Dion, Mayor

Councilor Michniewicz read Proclamation 35-24/25 Recognizing May 12 to May 16, 2025 as National Police Week into the record.

CONSENT ITEMS:

Order 179-24/25 Declaring June 21, 2025 the Pride Portland! Parade and Festival - Sponsored by Danielle P. West, City Manager

Orders 179-24/25 through Orders 180-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage. Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Tanner (124 Stevens Ave)

Order 180-24/25 Granting Municipal Officers' Approval of GT Peaks LLC, dba Jones Landing. Application for Class I FSE with Outdoor Entertainment and Outdoor Dining on Private Property at 6 Welch Street - Sponsored by Danielle P. West, City Manager

Orders 179-24/25 through Orders 180-24/25 were all read and passed as consent items. Public comment was taken on all orders together.

Motion was made by Councilor Bullett and seconded by Councilor Phillips for passage. Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Tanner (124 Stevens Ave)

BUDGET ITEMS:

THE CITY COUNCIL WILL HOLD A FIRST READ ON THE FISCAL YEAR 2026 SCHOOL BUDGET AT THIS COUNCIL MEETING (MAY 5, 2025) AND WILL ACCEPT PUBLIC COMMENT. THE SECOND READ AND A PUBLIC HEARING ON THE SCHOOL BUDGET WILL BE HELD ON MAY 19, 2025 AT 5:00 PM.

Order 181-24/25 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 182-24/25 Approving Non-State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 183-24/25 Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 184-24/25 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 185-24/25 Appropriating and Raising Funds for Adult Education for Fiscal Year 2026 as required by the Maine Revised Statutes, Title 20-a M.R.S §8603-a(1) - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 186-24/25 To Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

Order 187-24/25 Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

Budget Orders 181-24/25 through Orders 187-24/25 were all read into the record together. Public comment was taken on all orders together. Mayor Dion opened the floor for public comment. No one spoke.

*Second Reading & Final Vote will be taken at the May 19, 2025 City Council Meeting

COMMUNICATIONS:

Communication 9-24/25 Committee Work Plans - by Mark Dion, Mayor

As a communication item requires no public comment or formal Council action

Communication 11-24/25 Regarding FY26 Municipal Budget Hearings - By Brendan O'Connell, Finance Director

As a communication item requires no public comment or formal Council action

RESOLUTIONS:

Resolve 9-24/25 Adopting the Fiscal Year 2025-2026 Annual Action Plan Including Appropriations for the Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Programs and Certifications Pertaining Thereto - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage, as amended. Passage: 9-0

Mayor Dion opened the floor for public comment. The following individuals spoke: Todd Morse (CDBG Committee), Victoria Morales (Quality Housing Coalition), Tracy More (Catholic Charities of Maine), Rebecca Hobbs (Through These Doors), Barbara Hinley (Maine Health Food Pantry), Emily (Youth and Family Outreach), Angela Stone (Maine Needs), Stephen Scharff (Brackett Street)

The following amendments were voted on:

Amendment titled: Councilor Fournier Amendment RE: Through These Doors and Presente! Funding

Motion was made by Councilor Fournier and seconded by Councilor Bullett for passage. Passage 8-1 (Mayor Dion-No)

Mayor Dion opened the floor for Council comment. The following individuals spoke: Councilor Bullett, Councilor Sykes, Councilor Pelletier, Councilor Phillips, Mayor Dion, Mary Davis (Director of Housing & Community Development), Councilor Ali, Councilor Michniewicz

Amendment passed.

UNFINISHED BUSINESS:

Order 174-24/25 Accepting and Appropriating a \$28,000 Gulf of Maine Research Institute Community Resilience Education Project Grant - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Bullett and seconded by Councilor Michniewicz for passage. Passage: 9-0

Mayor Dion opened the floor for public comment. No one spoke.

Order 175-24/25 Approving the Collective Bargaining Agreement between The City of Portland and Portland Police Superior Officers Association, Fraternal Order of Police Lodge ME 109 - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Sykes and seconded by Councilor Bullett for passage.
Passage: 7-2 (Councilor Phillips & Pelletier-No)
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Sykes, Councilor Phillips, Councilor Pelletier

Order 176-24/25 Accepting and Appropriating a \$5,995.00 Donation from Paul Rollins for the Police Department Dive Team - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Bullett for passage.
Passage: 9-0
Mayor Dion opened the floor for public comment. The following individuals spoke:
Councilor Bullett, Councilor Michniewicz

Order 177-24/25 Extending for 180 Days the Moratorium on New Hotel Projects in the City of Portland Established by Order 77-24/25 - Sponsored by the Housing & Economic Development Committee, Pious Ali, Chair

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage.
Passage: 9-0
Councilor Ali (Chair of the Economic Development Committee) gave an overview of the item
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (West Bayside), Councilor Sykes

Order 178-24/25 Amendment to Portland City Code Chapters 15 and 30 Re: Vehicles for Hire - Sponsored by the Sustainability & Transportation Committee, Regina Phillips, Chair

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage.
Passage: 9-0
Councilor Phillips (Chair of the Sustainability and Transportation Committee) gave an overview of the item
Mayor Dion opened the floor for public comment. The following individuals spoke:
Stephen Scharff (Brackett Street)

ORDERS:

Order 188-24/25 Accepting and Adopting the 2025 Jill C. Duson Housing Trust Fund Annual Plan - Sponsored by the Housing & Economic Development Committee, Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage.
Passage: 9-0
Councilor Ali (Chair of the Housing & Economic Development Committee) gave an overview of the item
Mayor Dion opened the floor for public comment. The following individuals spoke:
George Rheault (West Bayside), Councilor Sykes

Order 189-24/25 Approving the 2025 Affordable Housing Development and Tax Increment Financing Application - Sponsored by the Housing & Economic Development Committee, Pious Ali, Chair

Motion was made by Councilor Ali and seconded by Councilor Pelletier for passage.
Passage: 9-0

Councilor Ali (Chair of the Housing & Economic Development Committee) gave an overview of the item

Mayor Dion opened the floor for public comment. No one spoke.

Order 190-24/25 Accepting an Easement from the Portland Housing Development Corporation at 17 Riverton Drive for Pump Station and Drainage Installation - Sponsored by Michael Goldman, Corporation Counsel

Orders 190 & 191 were read together as companion orders.

Motion was made by Councilor Ali and seconded by Councilor Pelletier for passage, as an emergency. Passage: 9-0

Michael Goldman (Corporation Counsel) gave an overview of the item

Mayor Dion opened the floor for public comment. The following individuals spoke:

George Rheault (West Bayside), Greg Watson (Director of Housing & Economic Development), Stephen Scharff (Brckett Street)

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to lay the item on the table. Passage 7-2 (Councilor Grant & Sykes-No)

*Point of Order. The deed was missing from the backup material. Staff printed items for public viewing before the item was voted on.

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips to remove the item from the table. Passage 9-0

**Item was passed as an emergency and takes effect immediately.*

Order 191-24/25 Accepting an Easement from the Portland Housing Development Corporation at 17 Riverton Drive for a Public Sidewalk - Sponsored by Michael Goldman, Corporation Counsel

Orders 190 & 191 were read together as companion orders.

Motion was made by Councilor Ali and seconded by Councilor Pelletier for passage, as an emergency. Passage: 9-0

Michael Goldman (Corporation Counsel) gave an overview of the item

Mayor Dion opened the floor for public comment. The following individuals spoke:

George Rheault (West Bayside), Greg Watson (Director of Housing & Economic Development), Stephen Scharff (Brckett Street)

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to lay the item on the table. Passage 7-2 (Councilor Grant & Sykes-No)

*Point of Order. The deed was missing from the backup material. Staff printed items for public viewing before the item was voted on.

Motion was made by Councilor Michniewicz and seconded by Councilor Phillips to remove the item from the table. Passage 9-0

**Item was passed as an emergency and takes effect immediately.*

Order 192-24/25 Approving an Amendment to the Riverton Park Affordable Housing Development and Tax Increment Financing District RE: 2 Riverton Park - Sponsored by Michael Goldman, Corporation Counsel

Motion was made by Councilor Ali and seconded by Councilor Phillips for passage as an emergency. Passage: 9-0

Mary Davis (Director of Housing & Community Development) gave an overview of the item

Mayor Dion opened the floor for public comment. No one spoke.

**Item passed as an emergency. Item takes effect immediately.*

Order 193-24/25 Approving an Amended Credit Enhancement Agreement for the Riverton Park Affordable Housing and Tax Increment Financing District RE: 2 Riverton Park - Sponsored by Michael Goldman, Corporation Counsel

Motion was made by Councilor Fournier and seconded by Councilor Sykes for passage as an emergency. Passage: 9-0

Mary Davis (Director of Housing & Community Development) gave an overview of the item

Mayor Dion opened the floor for public comment. No one spoke.

**Item passed as an emergency. The item takes effect immediately.*

Order 194-24/25 Accepting and Appropriating a \$10,000 Donation from the Maine Community Foundation for an Asylum-Seeker Soccer Program at the City's Shelters - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Pelletier and seconded by Councilor Michniewicz for passage as an emergency. Passage: 9-0

Motion was made by Councilor Ali and seconded by Councilor Phillips to waive the second reading of this item.

Second reading was waived.

Greg Watson (Director of Housing & Economic Development) gave an overview of the item

Mayor Dion opened the floor for public comment. The following individuals spoke: Councilor Pelletier, Councilor Michniewicz, Councilor Phillips, Councilor Bullett, Melissa Hue (Office of Economic Opportunity Director), Councilor Fournier, Mayor Dion

**Item passed as an emergency. The item takes effect immediately.*

AMENDMENTS:

Order 195-24/25 Amendment to Portland City Code Chapter 14 RE: Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

This is first reading.

Order 196-24/25 Amendments to Zoning Map RE: B-2 Community Business, Open Space Preservation, and Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

This is first reading.

Order 197-24/25 Amendment to Portland City Code Chapters 15 and 35 RE: Requirements for Marijuana Retail Licenses Offering Non-Alcoholic Beverages Prepared on-Site - Sponsored by Health & Human Services & Public Safety Committee, Anna Bullett, Chair

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Michniewicz to adjourn. Passage 9-0 at 8:06pm

A TRUE RECORD

Ashley Rand, City Clerk

PROCLAMATION
RECOGNIZING
MARY BONAUTO FOR HER CONTRIBUTIONS TO CIVIL RIGHTS

WHEREAS, Mary Bonauto, a resident of Portland, Maine, has dedicated her distinguished legal career to advancing civil rights and equality for all individuals; and

WHEREAS, Ms. Bonauto served as the Civil Rights Project Director at Gay & Lesbian Advocates & Defenders (GLAD) for over three decades, leading groundbreaking legal challenges that have significantly impacted the lives of LGBTQ+ Americans; and

WHEREAS, Her strategic legal acumen and unwavering commitment were pivotal in the landmark Supreme Court case *Obergefell v. Hodges* (2015), which established the constitutional right to same-sex marriage nationwide; and

WHEREAS, Mary Bonauto's tireless advocacy has not only secured fundamental rights but has also fostered greater understanding, acceptance, and inclusion within our society; and

WHEREAS, On January 2, 2025, Mary Bonauto was honored with the Presidential Citizens Medal, one of the nation's highest civilian honors, in recognition of her extraordinary achievements and contributions to our country;

NOW, THEREFORE BE IT PROCLAIMED that the Portland City Council, on behalf of the residents of Portland, Maine, hereby expresses its deepest admiration and gratitude to Mary Bonauto for her exceptional leadership, unwavering dedication, and profound impact on the advancement of civil rights and equality. We celebrate her well-deserved recognition with the Presidential Citizens Medal and commend her lifelong commitment to justice for all.

BE IT FURTHER RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby recognize reflect on the importance of equality and to continue working towards a community where all individuals are treated with dignity and respect, inspired by the remarkable example of Mary Bonauto.

Signed and sealed this 5th day of May, 2025



Mark Dion, Mayor
City of Portland

P R O C L A M A T I O N

RECOGNIZING

May 18 to May 24, 2025 as National EMS Week

- WHEREAS,** Emergency Medical Services are a vital public service; and are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS,** Emergency Medical Services has grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and
- WHEREAS,** the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and
- WHEREAS,** the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS,** we value the Emergency Medical Services professionals who serve on the frontline, and we remember and honor those who have lost their lives while protecting ours; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby proclaim the week of May 18 through May 24, 2025 as Emergency Medical Services Week, and encourage all residents to honor and celebrate our EMS professionals this week and recognize the contributions they make every day.

Signed and sealed this 19th day of May, 2024



Mark Dion, Mayor
City of Portland

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**P R O C L A M A T I O N
RECOGNIZING
MAY 18 TO MAY 24, 2025 AS ARBOR WEEK**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special week be set aside for the planting of trees; and

WHEREAS, this week, called Arbor Week, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Week is now observed annually in the United States and throughout the world, and it has been observed in the State of Maine during the third full week in May since 1978; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees in the City of Portland increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby recognize May 18 to May 24, 2025 as Arbor Week within the City of Portland and urge all residents to support efforts to protect our trees and woodlands.

Signed and sealed this 19th day of May, 2025



**Mark Dion, Mayor
City of Portland**

P R O C L A M A T I O N

RECOGNIZING

JUNE 2025 AS LGBTQ+ PRIDE MONTH

WHEREAS, the city of Portland Maine is committed to being a safe, welcoming, and equitable community for all people across race, ethnicity, socioeconomic status, age, sexual orientation, gender identification, country of origin, or any other identity; and

WHEREAS, many of the residents, students, city employees, and business owners who contribute to the enrichment of our City are a part of the LGBTQ+ community, which includes people who identify as lesbian, gay, bisexual, transgender, queer/questioning, two-spirit, and more; and

WHEREAS, Portland, Maine has a strong LGBTQ+ community because it has truly been a safe haven for the queer community over the years; and

WHEREAS, the Stonewall riots began in New York on June 28, 1969, and are regarded as a catalyst for the LGBTQ+ movement for civil rights in the United States; and

WHEREAS, BIPOC trans activists Sylvia Rivera, Marsha P. Johnson, and Miss Major Griffin-Gracy are credited as the foremothers of the clashes with the authorities at Stonewall that night, launching queer liberation as we know it; and

WHEREAS, June 26, 2025 marks the 10th anniversary of the U.S. Supreme Court's decision in Obergefell v. Hodges that the Fourteenth Amendment requires all states to grant same-sex marriage and recognize same-sex marriages granted in other states; and

WHEREAS, June 28, 2025 marks the 55th anniversary of the first Gay Pride marches in the history of United States, and June is now celebrated as LGBTQ+ Pride Month nationwide; and

WHEREAS, June 28, 2025 marks the 55th anniversary of the Stonewall uprising, on which occasion the LGBTQ+ community recognizes more than a half-century of the LGBTQ+ movement, celebrates and honors its accomplishments, and raises awareness of its ongoing struggles:

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby recognize June as LGBTQ+ Pride Month in the city of Portland, Maine and invite citizens of Portland to honor the history of the fight for equality, celebrate how far we've come, and recognize the work we have in front of us.

Signed and sealed this 19th day of May, 2025



Mark Dion, Mayor
City of Portland

P R O C L A M A T I O N

RECOGNIZING

MAY 2025 AS JEWISH AMERICAN HERITAGE MONTH

WHEREAS, Jewish American Heritage Month is observed during the month of May to celebrate and pay tribute to the contributions of generations of Jewish Americans who helped weave the fabric of American history, culture, and society, and to recognize the continued contributions of the American Jewish community today; and

WHEREAS, Jewish American Heritage Month acknowledges achievements of the American Jewish community in various fields including sports, arts, entertainment, medicine, business, science, government, military service, music, and more; and

WHEREAS, the rich heritage of the Jewish American community is marked by its dedication to strengthening religious freedom and civil rights, promoting empathy, compassion, and rejecting ignorance and intolerance; and

WHEREAS, during Jewish American Heritage Month, we celebrate the hard-fought progress achieved through the struggle and sacrifice of Jewish Americans, and reaffirm our commitment to fostering a world where diversity is cherished and faith is protected; and

WHEREAS, the City of Portland proudly honors the history, contributions, and achievements of Jewish Americans in our community, throughout our state, and nation;

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mark Dion, Mayor of the City of Portland, Maine, and members of the Portland City Council, do hereby proclaim May as Jewish American Heritage Month in the City of Portland, and call upon all residents to celebrate our diverse heritage and culture, and to continue efforts in building a more just, peaceful, and prosperous world for all

Signed and sealed this 19th day of May, 2025



Mark Dion, Mayor
City of Portland

P R O C L A M A T I O N

RECOGNIZING

MAY 2025 AS OLDER AMERICANS MONTH

WHEREAS, May is Older Americans Month, a time for us to recognize and honor the Portland, Maine's older adults and their immense influence on every facet of American society; and

WHEREAS, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

WHEREAS, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, the City of Portland Maine must ensure that older Americans have the resources and support needed to stay involved in their communities reflecting our commitment to inclusivity and connectedness; and

NOW, THEREFORE, BE IT RESOLVED, THAT I, Mayor Mark Dion, Mayor of Portland, Maine, do hereby proclaim May 2025 as Older Americans Month. This proclamation emphasizes the profound impact of meaningful interactions and social connection on the well-being and health of older adults in our community. I call upon all residents to join me in recognizing the contributions of our older citizens and promoting programs and activities that foster connection, inclusion, and support for older adults.

Signed and sealed this 19th day of May, 2025



Mark Dion, Mayor
City of Portland

MEMORANDUM
City Council Agenda Item

FROM: Andrew Keyek
DATE: April 2, 2025
SUBJECT: Order 198-24/25 Declaring July 26, 2025 the 23rd Annual Greater Portland Festival of Nations - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle P West; City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 4/28/2025

Final Action 4/28/2025

Can action be taken at a later date: No The organizer needs approval for planning purposes.

Does this item involve a new contract with the City: No

PRESENTATION: Event organizers & Andrew Downs, Director of Public Assembly Facilities will be available to answer any questions.

I. SUMMARY

Order declaring Festival of Nations on Saturday July 26th 2025 as a festival.

II. AGENDA DESCRIPTION

This will be the 22nd Annual Festival of Nations held at Deering Oaks Park. The festival is organized by Women In Need Industries and the Mugadi Foundation & co-sponsored by the City of Portland. The event showcases Maine's ethnic diversity. The festival features music, food, cultural exhibits, children's activities and folk art from many nations around the world. Admission is free. Refreshments, crafts, artwork and other items will be for sale. The festival is held rain or shine.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

With the exception of suspension during the COVID-19 pandemic, this festival has taken place annually in Deering Oaks Park for over 20 years.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The City Council will declare the Festival of Nations on Saturday July 26th 2025 as a festival.

V. FINANCIAL IMPACT

All expenses (aside from those explicitly waived) for City staff, permits and equipment usage will be paid by the organizer.

VI. STAFF ANALYSIS AND BACKGROUND

The Public Assembly Facilities Division has worked with the organizers of this event in the past and we are confident in their ability to host this event.

VII. RECOMMENDATION

It is recommended that this order be declared.

VIII. LIST ATTACHMENTS

1. Consent Item - Festival of Nations
2. 2025 FON Application
3. Council Memo - Festival of Nations(FON) 2025

Prepared by:

Andrew Keyek

Date: 04/02/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER DECLARING JULY 26, 2025 THE 23RD ANNUAL GREATER PORTLAND
FESTIVAL OF NATIONS**

ORDERED, that July 26, 2025, is hereby declared the 23rd Annual Greater Portland Festival of Nations, sponsored by Women in Need Industries (WINI), Inc. and the Mugadi Foundation; and

BE IT FURTHER ORDERED, that the 23rd Annual Greater Portland Festival of Nations area shall include the Bandstand and Farmers Market Road inside Deering Oaks Park, the Ravine Water Play Area, the Bowling Green grass area and park roadways including Tennis Court Road and Jenny Lane, and Farmers Market Road; and

BE IT FURTHER ORDERED, that Public Assembly Facilities staff will manage the main roadway into Deering Oaks Park to assist with festival safety and setup on July 26, 2025; and

BE IT FURTHER ORDERED, that Farmer's Market Road will be closed to traffic from 6:00 a.m. to 9:00 p.m. on July 26, 2025; and

BE IT FURTHER ORDERED, that vehicles in violation of the "no parking" signs in the Festival Area (interior roadways) shall be towed at owner's expense; and

BE IT FURTHER ORDERED, that the 23rd Annual Greater Portland Festival of Nations area shall be closed to licensed street vendors as provided in §19-17 and 19-22 of the City Code; and

BE IT FURTHER ORDERED, that the City Manager is authorized to issue a revocable permit to Women in Need Industries (WINI), Inc. and the Mugadi Foundation under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the City Manager and to the following specific conditions:

1. Women in Need Industries (WINI), Inc. and the Mugadi Foundation shall defend, indemnify and hold harmless the City of Portland, its officers and employees, from and against all claims arising out of or resulting from the Festival and/or use of City streets and property for said Festival, and shall procure and maintain public liability insurance in the minimum amount of \$400,000 per 1 occurrence for personal or bodily injury, death or property damage and covering the

obligation of indemnification hereunder. Women in Need Industries (WINI), Inc. and the Mugadi Foundation shall provide the City with a certificate showing evidence of such insurance and showing the City as an additional insured on said insurance;

2. No alcoholic beverages may be sold on the streets or public property during the Festival within the Festival area;
3. The following fees and expenses shall be waived by the City and in-kind contributions shall be made by the City to the Festival:

Public Assembly Facilities Division permit fees for use of grounds, banner fees, “No Parking” sign fees, barricade delivery and single concert license; Public Works Department trash barrels and removal of trash; Business Licensing licensing fees; and

4. No Police, Parking Control, or Emergency Medical Services assistance should be necessary unless the Police Department deems coverage is required due to attendance, traffic concerns, etc., in which case, those fees would need to be paid by Women in Need Industries (WINI), Inc. and the Mugadi Foundation;
5. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in a permit issued from the Public Assembly Facilities Division Office shall be adhered to, and the Organizers shall leave on file security deposits for the use of the park;
6. Women in Need Industries (WINI), Inc. and the Mugadi Foundation shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the 23rd Annual Greater Portland Festival of Nations; and
7. Public Assembly Facilities Division concert license conditions shall be complied with and any and all amplified music and public announcements shall be maintained at a reasonable noise level (under A-weighted 85 decibels / C-weighted 95 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring business, limiting any impact in the area by the sound level; and

BE IT FURTHER ORDERED, that the City Manager is authorized to waive fees and to issue such other temporary licenses, including licenses for food service establishments, as may be required by the City Code, provided that all other applicable Code requirements for the operation of the Festival have been met.



TIER II Application
PUBLIC PARK AND SPACE
City of Portland, Public Assembly Facilities Division
212 Canco Road Suite A
Portland, Maine 04103
207-808-5434
Rusty Groh - rgroh@portlandmaine.gov



TIER II APPLICATION FEE \$25.00
EXPECTED ATTENDANCE 301-2000

PAYMENT MUST BE MADE WHEN SUBMITTING COMPLETED APPLICATION

(This is a transferable/non-refundable fee. If your event is permitted, the \$25.00 will be credited toward your permit fee.)

For uses of city property, there are typically: 1) fees charged for use of the area, 2) a security deposit required, 3) insurance required and 4) Area Impact Study. There may be fees due and applications required from other City Departments.

TODAY'S DATE	1/21/2025	ORGANIZATION NAME	Women in Need, ESM Global Productions, LLC, Mugadi Foundation		
ADDRESS (Street/City/State/Zip)	21 Briggs St., Portland ME 04102				
CONTACT NAME(S)	Shalom Odokara		TITLE(S)	Coordinator	
PHONE	207-420-1277	PHONE	207-712-7712	PHONE	
EMAIL	womini@aol.com	EMAIL	wards18b@gmail.com	EMAIL	

PARK AREA / PUBLIC SPACE REQUESTED	Deering Oaks Park		
EVENT DAY(S) & DATE(S)	July 26, 2025	RAIN DAY(S) & DATE(S) (50% added fee)	None
OVERALL EVENT START & END TIME (When setup will begin until cleanup is expected to be complete.)	8 am - 8pm	EVENT START & END TIME	8am-8pm

EVENT NAME	EVENT CLASSIFICATION	EXPECTED ATTENDANCE
23rd Annual Greater Portland Festival of Nations	Road Race, Parade, Public Assembly, Music Festival	Approx. 1,500

AREA IMPACT STUDY: Please be as specific as possible regarding the area of public space/park that you would like to permit and please describe the event in detail using the **AREA IMPACT STUDY(AIS) CHECKLIST** ([Area Impact Sheet](#))

AIS CHECKLIST

DESCRIPTION OF EVENT: Please be specific regarding the area of public space/park requested and describe EVENT in detail. Please include a detailed map of the proposed event area, parking plan, proposed route &/or proposed street closures when applicable.

Women In Need Industries, in collaboration with the City of Portland, Mugadi Foundation, and ESM Global Productions, LLL, is proud to present the 23rd Annual Greater Portland Festival of Nations. Event will be held on Saturday, July 26, 2025. The Festival is a day of music, dance, and other performing arts, representing cultural traditions from across America and the world. This event will showcase Maine's ethnic diversity, perpetuate traditions, encourage ethnic understanding, and promote unity. The Festival engenders community cohesion from its volunteers and by attracting thousands of festival-goers each year. We are proud to ally the Festival's philosophy with the City of Portland's mission, vision, and objectives.

The event will go before the City Council - to be declared a festival.

IS THERE A REGISTRATION FEE/PLEDGES COLLECTED FOR THIS EVENT?	Please check: _____ FEE _____ PLEDGES	
IF YES FOR FEES, HOW MUCH?	FEE	\$

	Student Fee	\$
--	--------------------	----

PLEASE CHECK OFF AND ANSWER:

Fees for Police, Fire/EMS or Parking Control Staff will be invoiced by those individual departments & should be paid to them directly.				
		X-YES	X-NO	Notes
*	Are you setting up a canopy(s) ? (10'x10' size or smaller) How many?	X		
*	Do you wish to set up a tent(s) and/or stage(s) ? A canopy/tent or stage larger than 10'x10' needs a Temporary Tent or Stage Permit issued by Building Inspections. For permit application, please go to: https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8 or contact the Permitting and Inspections Department at buildinginspections@portlandmaine.gov or 207-874-8703 for more information. PLEASE apply at least 2-weeks before your event. Tent/Stage Size(s): Exact Location(s) of Tent/Stage Placement Requested: *** In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233. ***		X	Permit Required
*	Will you be setting up tables and/or chairs ? How many tables: chairs:	X		
*	Are other items or equipment being placed on City property? (i.e. Moon Bounce, Dunk Tank, Radio Station Van, Helium Tank, etc.) Please List:		X	
*	Will there be refreshments at the event? Do you wish to sell food ? If so, you will need approval from PAFD and possibly a Temporary Food Service License from the Business Licensing Office. PLEASE provide them at least 2 weeks advance notice (207-874-8557). List food and drink / Food Trucks, etc.: PLEASE NOTE: A Temporary Food Service License is NOT needed when: 1. Food Vendors have a current City of Portland Food License 2. Just pre-packaged refreshments, or food & drink items are purchased or donated from a licensed establishment 3. Bottled water / water is served A TFSL is needed when food vendors are not licensed or when food is being prepared and cooked at the event.	X		License Required
*	Do you wish to sell non-food items (like T-shirts, crafts, cd's, etc.)? If so, please apply for a Street Goods Vendor License(s) at the Business Licensing Office (207-874-8557) – 2 week notice. List items you wish to sell:	X		License Required
*	Do you wish to sell or provide Alcohol ? If yes , you must complete the application for a Liquor License specific to your event through the State of Maine and submit the application to the City of Portland Business office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email- MaineLiquor@maine.gov .		X	License Required
*	Are you setting up a PA (sound) system ? Are you planning on having Amplified Music ? Band? DJ? Boom Box? If so, your event may require a concert license. PAFD will advise upon review of your application. Amplified speech (i.e. Press Conference) does not require the license, however, a Sound Security Deposit may be required. There are time restrictions for amplified music/speech in Downtown Parks & Squares: limited to 11:45am – 1:15pm and 1 hour between 5pm - 8pm.	X		Permit Required
*	Will your event require electricity ? Electricity is available at Deering Oaks Park, Monument Square, Congress Square, Tommy's Park, Post Office Park, Payson Park, Preble Street Grass Area, Eastern Prom, Fort Allen Park, and Lincoln Park. A \$40 activation fee is required.	X		
*	Are you planning on bringing a Grill for a Barbecue ? Grilling is subject to weather conditions and possibly Fire Dept. review.	X		
*	Will the event require reserved parking spaces / parking meters ? How many? "No Parking" signs may be purchased at the PAFD Office, 212 Canco Rd.	X		
*	Will your event need safety vests, signs, barricades and/or cones ? Please list what you would like to borrow/rent: Limited safety vests, cones & barricades may be borrowed/rented from PAFD Office. Traffic signs may be borrowed/rented from Public Works if needed (207-874-8493).	X		
*	Will your event require street closures ? Will your event affect METRO BUS ROUTES ? (Please be specific under "Description of Event")		X	

*	Will your event require Police assistance? An event such as a road race, march or parade in the street, would typically require police assistance. To reserve & hire an Officer(s) to be on site at your event, please visit: https://odm.officertrak.com/Portland-PD-ME/auth/signin		X	
*	Will your event require Fire/EMS assistance? (For a large walk/race, it may be required.) To hire or inquire about hiring city Fire/EMS staff to be on site, please email fireprevention@portlandmaine.gov well in advance of the event. For general questions, you may also call 207-874-8400.		X	
*	Will your event require Parking Control assistance? To hire a Parking Control Officer(s) to be on site at your event, please call 207-874-8910 well in advance to arrange.		X	
*	Will your event require portable-restroom rental(s) or need existing porta-restrooms cleaned? (Some of the parks already have porta-restrooms. Event participants may use these, but a \$75 fee is assessed for events where attendance is 150 or more.) Porta-restrooms may be rented from any of the local companies. Units currently on site are through Associated Septic. 1 unit/50 people when serving alcohol 1 unit/75 people with no alcohol	X		
*	Will your event require waste management and recycling? What is the waste management plan? Arranging for group to do trash pick-up throughout the day and at the conclusion of the event.	X		
	For events where more than two thousand (2,000) individuals anticipated to gather or participate in the event or activity in the park, the permittee shall provide a bond in the form of cash, certified check or surety bond from a surety company qualified to do business in the State of Maine in an amount of not less than two thousand dollars (\$2,000.00). Such a bond shall be utilized to guarantee cleanup of the area and shall be applied against claims by the city for excessive damage to real or personal property in the park.			

INSURANCE CERTIFICATE INFORMATION

*	Will your event require liability Insurance? (Commercial liability insurance is required for a walkathon, race, festival, press conference, concert, etc. Product liability insurance is also required if the event has been approved for serving food.)	X		Required
♦ If you answered YES, you shall procure and maintain occurrence-based Commercial General Liability and Product Liability Insurance, when required, in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage. You shall name the City of Portland as an additional insured or shall obtain a general liability extension endorsement, for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. The terms of this permit and the insurance coverage shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the CITY under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. You shall also be responsible for any and all deductibles and/or self-insured retentions. ♦ Both the Certificate of Insurance and Additional Insured Endorsement shall be sent to rgroh@portlandmaine.gov and must state that the policy is endorsed to name the City of Portland as an additional insured pursuant to the date of the event (and rain date).				

PUBLIC ASSEMBLY FACILITIES DIVISION POLICIES

EVENT REVIEW

The PAFD Office holds a monthly meeting where proposed events are discussed and reviewed by City Departments. For some events, organizers will be asked to present before the committee. Some potential factors may necessitate your event receive City Council approval.

ELECTRICITY

All cords in the public way must be covered by rugs, mats or orange cones to avoid public hazard. If weather is inclement (drizzle, rain, snow, etc.) we require that you **not use** electricity, unless all connections and equipment are covered and protected from the elements. If a generator is used, please take all necessary measures to ensure safe operation. Bring a fire extinguisher, set generator up away from activities (and combustibles), store fuel source away from the generator and keep children away from the generator.

BARBECUES - GAS GRILLS ONLY

Only GAS GRILLS are allowed in parks/public spaces – i.e. No Charcoal Grills or open burning. Barbecuing must first be approved by PAFD Office and is subject to weather conditions, and possible further review by the Fire Dept. Grills must be set up away from children's activities. You are required to have a fire extinguisher with in the grilling area.

PORTA-RESTROOMS / BATHROOM FACILITIES

Porta-Restrooms are required for large events and events where refreshments are being served. Some of Portland's parks already have portable restrooms from Associate Septic on site (*Preble Street Grass Area at the Preble Street Parking Lot – across from Hannaford's, *Entrance to Dyer's Flat – beside Payson Park, *Deering Oaks Park – Playground + Ravine, *East End Beach - Winter & Early Spring: Just EEB.) If over 150 people are expected to attend the event, a \$75 user fee is required (paid to PAFD). If extra units are rented by the organizer, then no additional user fee is assessed. Porta-restrooms are cleaned M, W, & F. If you would like to guarantee that they are cleaned just prior to your event, then you need to

call the porta-restroom company (Associated Septic / Royal Flush, 207-799-1980, M-F) to request and pay for a cleaning. If renting units, the organizer has the option of renting from Associated Septic / Royal Flush, or from other local companies.

TRASH

All groups must abide by our Carry In/ Carry Out Policy. Please bring extra trash bags and/or trash receptacles and remove all trash. Do not use existing trash barrels or the metal liners inside. You will need to haul all of your trash out of the park/public space or forfeit the security deposit(s). Please recycle whenever possible, (please do not use Styrofoam - it is NOT recyclable). The area will be checked following your event; if the park is clean and conditions for use adhered to, your security deposit will be returned to you. Thank you in advance!

MARKING OF GROUNDS

Please DO NOT mark city property in any permanent way. DO NOT use SPRAY PAINT or SPRAY CHALK. DO NOT STAPLE or NAIL anything to trees. Children's Art Chalk can be used on hardscape areas with permission from PAFD Office. Tape may also be used. If markings remain for more than a few rain storms, event organizers are responsible for removing them. If city staff or contractors need to remove the markings, event organizers are responsible for the cost of staff time and materials. You may also place signs on stakes in the grass areas bordering trails/race routes (when applicable). Please remove all signage immediately following the event.

USE OF CANDLES

It is preferred that LED lighted candles or glow sticks are used. If flammable candles are used this may need to be approved by the Portland Fire Department. Please make sure all candles have drip protectors to prevent wax from dripping on hardscape surfaces, which may cause permanent stains/damage. Please make sure all candles are extinguished before being thrown away. Please collect all spent candles so there is no trash left behind. Please take safety precautions: bring a fire extinguisher, gallon of water, etc. in case of fire. **Any damage** (dripped wax absorbed into hardscape causing stains, etc.) **will result in a forfeiture of your security deposit.**

ADA COMPLIANCE

Event organizer must comply with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act (MHRA), including maintaining the permitted use area and all public rights-of-way accessible during the entirety of the permitted event. In the event the permitted area is rendered inaccessible to disabled persons, and/or by request of PAFD staff, the organizer shall act immediately to provide accessibility. All requests to provide interpretive services shall be the responsibility of the organizer to provide and pay for such services. The organizer shall defend, indemnify, and hold the City harmless from any and all liability and damages resulting from alleged violations of the ADA and/or MHRA.

PARKING ON GRASS AREAS / SIDEWALKS / ILLEGALLY PARKED VEHICLES

Vehicles are prohibited from parking on grass areas/sidewalks/park streets (unless specifically approved by city staff). \$20 will be deducted from your security deposit for each vehicle parked on grass/sidewalk areas or vehicles parked illegally. **Any tire ruts/damage to the grass areas will result in a forfeiture of your security deposit.**

RESERVED PARKING

To reserve parking for your event, please contact the PAFD Office (808-5400 x0). Staff will review your request and can issue you "No Parking" signs (\$25 each*). You will need to label signs and tape them to meters or signposts AT LEAST 24 HOURS PRIOR TO YOUR EVENT. (NOTE: If event is on a Sunday or Monday, NP Signs may need to be posted on the preceding Friday by Noon.) Please do not cover up coin slots on meters. If the reserved parking area has no actual parking meters, you may need to tape signs to sign posts, utility poles, trees, or orange cones (placed on the sidewalk beside the street). Please make sure signs are removed once the event is complete.

FIREWORKS

Organizers wishing to have fireworks as part of their event must contact the Portland Fire Department directly. Permits will need to be obtained through the Portland Fire Department, the State of Maine and possibly through the US Coast Guard.

ALCOHOL / SMOKE-FREE ZONES

By city ordinance, smoking a cigar, cigarette, pipe, marijuana, electronic cigarette, electronic cigar, electronic pipe, or other similar product that relies on vaporization or aerosolization, is prohibited at and within 20 feet of the following outdoor recreation and event areas: downtown squares and plazas, trails, parks, playgrounds, beaches, and athletic facilities. Consumption of alcohol is prohibited in public spaces unless specifically approved by City Council. Please inform all participants / attendees.

AMPLIFIED SOUND POLICY

Outdoor events with amplified sound may require an Entertainment License from the PAFD Office. If the Police Dept./City Staff receive noise complaints, they will respond accordingly. Please set the PA System up with speakers facing away from businesses/residences to lessen impact. Please keep volume levels low out of consideration for nearby residents and businesses. The Permittee (organizer) shall not allow the sound emanating from the event to exceed an A-weighted 85 decibels / C-weighted 95 decibels. One verbal warning shall be issued if the sound has been found to have exceeded those limits. The warning may be given to the sound board operator or the organizer/organizer's designee. If the decibel limit is found to have been exceeded a second time during the same event, the entertainment license (or permission to use a bullhorn/PA system) shall be immediately suspended, the PA system / amplification / bullhorn turned off, and the sound security deposit forfeited.

CANCELATION POLICY

Events must be canceled with PAFD prior to the event date in order to be eligible for a refund. If canceled within 2 weeks of the scheduled event date, a \$75 cancellation fee may be charged.

NOTIFICATION
Please keep a copy of your event permit on site at all times. City staff may require proof of permit. If there are members of the public in the reserved space upon arrival, please present the permit as proof of reservation & approved usage. If you need assistance, please contact the Police Department at (207) 874-8574. You may put up temporary A-frame signs to alert the public to your event or place signage on orange cones, etc. Signs are to be up DAY OF EVENT ONLY. Please remove all signage immediately following the event. Please call Portland Police Dept. (207) 874-8574 on the day of your event to remind them it is taking place. Please notify any nearby neighborhoods, businesses, including restaurants that may have tables out for dining, to alert them to your event.

STREET CLOSURE NOTIFICATION
Should an event involve a Street Closure, lasting longer than an hour, PAFD Office requires organizers to give advanced notification to area businesses, residents and bus companies (in the form of a "Street Closure Sign Off Sheet"). If an event impacts METRO Buses, the organizer (in advance) must discuss detour plans with Parks Rec and Facilities..

REVOCABLE PERMIT
◆ The City reserves the unconditional right to control or cancel events to protect and/or prohibit damage to public property. ◆ The City reserves the unconditional right to revoke or revise an issued permit. ◆ Police or City Staff on site may use their discretion to revise conditions of use.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE POLICIES	TYPE INITIALS	SO	DATE	1/21/2025
--	---------------	----	------	-----------

ASSUMPTION OF RISK & LIABILITY					
Users of the area agree to accept the grounds in an "as is" condition and shall be responsible for all risk and liability in using the park/public space area for the said event. By returning this form (should permission be granted to use city property), the above parties agree to indemnify, defend, and hold harmless the City of Portland, its employees and agents, from and against all claims arising out of activities during said event.					
<table border="1"> <tbody> <tr> <td>I have read the Assumption of Risk & Liability Agreement</td> <td>TYPE INITIALS</td> <td>SO</td> <td>DATE</td> <td>1/21/2025</td> </tr> </tbody> </table>	I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	SO	DATE	1/21/2025
I have read the Assumption of Risk & Liability Agreement	TYPE INITIALS	SO	DATE	1/21/2025	

PLEASE INITIAL & DATE HIGH-LIGHTED YELLOW BOXES ABOVE.
--

PLEASE RETURN FORM AT LEAST 60 DAYS IN ADVANCE TO:
◆ Public Assembly Facilities Div. ~ 212 Canco Rd. ~ Portland ~ ME ~ 04103 EMAIL PREFERRED: raroh@portlandmaine.gov

FEE SCHEDULE – UPDATED FEBRUARY 2024	
Fees are tiered and assigned based on the level of demand placed on City resources and impact on City infrastructure.	
Simple Event (no registration fee): \$75/hour Event with registration or pledges & attendance 25 - 300: \$150/hr. Event with registration or pledges & attendance 301+: \$250/hr. Film/Photo Shoot: \$150/day Public Space/Park Security Deposit: \$100 - \$1000 Sound Security Deposit: \$100 - \$1,000 Impact/Street Closure Fee (variable based on impact): \$100-\$500 Staff Fee: Event Mgr - \$45/hr. Event Staff - \$23-28/hr Administrative Fee (event coordination support): \$40/hr. (or more) "No Parking" Signs: \$35.00/ea. Event Cancellation Fee: \$75	Electricity (activation/deactivation) Fee: \$40/flat Porta Restroom User Fee (if attendance is 150+): \$75 Entertainment License: \$50 Barricades: \$5/ea. Rental Fee + \$25/ea. Security Deposit Bikes: \$10/ea. Rental Fee + \$25/ea. Security Deposit Flashing Lights: \$10/ea. Rental Fee + \$40/ea. Security Deposit Cones: \$2/ea. Rental Fee + \$15/ea. Security Deposit Safety Vests: \$15/ea. Security Deposit Keys: \$50/ea. Security Deposit Equipment Delivery Fee: \$100 Each Way (or more) Fortification Fee: TBD

TOTAL AMOUNT(S) DUE TO PUBLIC ASSEMBLY FACILITIES DIVISION (Please make all security deposit checks out separately)			
Permit Fee for use of area:	\$	Entertainment License Fee:	\$
Number of Hours of Use: Approx.		Equipment Rental Fee:	\$
Staff Fee (on site event support):	\$	Public Space / Park / Sound Security Deposit:	\$
Admin. Fee (event coordination support):	\$	Borrowed / Rented Equipment Deposit:	\$
Electricity Fee (activation/deactivation):	\$	Additional Fees:	\$
Impact/Street Closure Fee (variable based on impact):	\$	(Porta-Restroom User Fee, "No Parking" Signs, etc.)	

CITY OF PORTLAND ACCEPTS CASH, CHECK, MONEY ORDER AND CREDIT / DEBIT CARDS FOR PAYMENT
Checks should be made payable to City of Portland There will be a 2.65% processing fee added to all Debit / Credit Card transactions.

FOR OFFICE USE ONLY							
APPLICATION FEE:	\$ 25.00	PERMIT FEE:	\$	SECURITY DEPOSIT:	\$	INSURANCE NEEDED?	Y / N
DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:		DATE RECEIVED:	

Merchandise -Do you wish to sell **non-food items** (like T-shirts, crafts, cd's, etc.)? If so, please apply for a **Street Goods Vendor License(s)** at the Business Licensing Office (207-874-8557)
<https://content.civicplus.com/api/assets/9ef5d795-ac26-4794-9e38-c2f0bb9c9f04?cache=1800>

Tents/Stages -Do you wish to set up a **tent(s)** and/or **stage(s)**? A canopy/tent or stage larger than 10'x10' needs a **Temporary Tent or Stage Permit** issued by Building Inspections
<https://content.civicplus.com/api/assets/376697a8-b6ac-4a4c-babc-9dbcf1e61eb8>

Alcohol sales -Do you wish to sell **alcohol**? You must complete the application for a **Liquor License** specific to your event through the State of Maine and submit the application to the City of Portland Business Licensing office first. Application will need City of Portland's approval prior to going to the State. Questions? please contact the Division of Liquor Licensing and Enforcement at (207) 624-7220/email-MaineLiquor@maine.gov. <https://www.maine.gov/dafs/bablo/liquor-licensing/license-and-permit-applications>

Food Sales - Will there be food vendors? If so, you must apply for a **Temporary Food Service License** from the Business Licensing Office.
<https://content.civicplus.com/api/assets/12f35a2a-e2a4-4d87-bf05-9ec89545e996?cache=1800>

Police - Will your event require **Police** assistance?
<https://odm.officertrak.com/Portland-PD-ME/auth/signin>

Fire/EMS - Will your event require **Fire/EMS** assistance? Email Fire Department - fireprevention@portlandmaine.gov

Amplified Sound - Will your event have amplified sound. If you are having amplified music at your event you will need to fill out an Entertainment License.

Parks, Recreation and Facilities Management

Ethan Hipple

Director

Andy Downs

Public Assembly Facilities Director

April 9, 2025



TO: Danielle West, City Manager
FROM: Andrew J. Downs, Director of Public Assembly Facilities Division
DATE: April 9, 2025
RE: **Council Agenda Item – Festival Of Nations (FON)**

I am requesting that the following order be placed on
the next City Council agenda:

**Order declaring the Festival of Nations
Saturday, July 26, 2025 as a festival.**

The festival, organized by Women In Need Industries and Mugadi Foundation & co-sponsored by the City of Portland, showcases Maine's ethnic diversity. The festival features music, food, cultural exhibits, children's activities, and folk art from many nations around the world. Admission is FREE. Refreshments, crafts, artwork, and other items will be for sale. The Festival is held rain or shine.

EVENT DESCRIPTION: The Festival is a day of music, dance and other performing arts, representing cultural traditions from across America and the world. This event will showcase Maine's ethnic diversity, perpetuate traditions, encourage ethnic understanding, and promote unity. The Festival engenders community cohesion from its volunteers and by attracting thousands of festival-goers each year. We are proud to ally the Festival's philosophy with the City of Portland's mission, vision and objectives.

Festival booths and canopies will be positioned on the grass areas and tarred areas along Farmers Market Rd. Food, refreshments & crafts will be available for sale. Organizers have permission to have amplified music from 9am-6pm, pending sound level compliance. A PA system will be set up on stage. Electricity is needed at the bandstand. Organizer has been provided a key to access breakers backstage. Breakers 1-5 should be sufficient for electrical needs as lighting is not necessary. Electricity may be needed at the green box across from the bandstand as well, and the water spigot will be turned on.

PAFD staff will manage traffic flow of Tennis Court Rd. Aside from temporary closures to accommodate vendor parking, Tennis Court Rd. should be left open to vehicular traffic, allowing access to Castle, playgrounds, ballfields & State St.

Festival volunteers will staff the barricades leading to Farmers Market Rd., allowing access to vendors only.

(continued)

212 Canco Road Suite A, Portland, Maine 04103 | c: 207.808-5400 | recreation@portlandmaine.gov

The Order should include the following items:

For the festival held on Saturday, the Farmers Market in Deering Oaks Park will move their setup to Bowling Green Lane (festival day only), so that setup for the Festival of Nations can take place at the Bandstand and along Farmers Market Rd.

In order to safely hold the festival and to assist in setup, the main roadway into Deering Oaks Park needs to be managed by PAF staff.

The Festival Zone for this event includes: Deering Oaks Park - to include the Bandstand and grass areas surrounding the bandstand, the Ravine Water Play area, the Bowling Green grass area, and park roadways: Tennis Court Rd., Jenny Lane, and Farmers Market Rd.

The Festival area (north side of the pond) will be closed to street vendors pursuant to Section 19-17 of the Portland City Code and is reserved for the use of the organizer and Mugadi Foundation for the purpose of conducting the Festival, subject to the direction and control of the City Manager.

FON shall indemnify the City and hold it harmless from and against all claims arising out of activities during said Festival, and shall take out and maintain public liability insurance coverage in the amount of at least **\$400,000** per occurrence for personal or bodily injury, death or property damage for said purpose. This insurance certificate will also list the City of Portland as an additional insured in regards to the “In the Festival”, and the City be endorsed on the policy;

FON shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the “In the Festival;”

Conditions for use of grounds, specified in a permit issued from Public Assembly Facilities Division, shall be adhered to;

Under no circumstances may alcoholic beverages be consumed or sold on the streets or park areas of said area during said festival;
Any and all amplified music/public announcements shall be maintained at a reasonable level (less than an A-weighted 85 decibels / C-weighted 95 decibels) and be configured by the event organizer to focus volume away from residential housing and neighboring businesses, limiting any sound impacts in the area; and
Public Assembly Facility Division permit fees for use of the area are waived; other fees to city departments may be due (as specified in the Memorandum of Understanding between City of Portland and FON).

The City Manager is also authorized to issue such other temporary licenses, including licenses for food service establishments, as may be required by the Portland City Code, provided that all other applicable requirements of said Code have been met regarding the operation of said Festival/Event.

Document prepared by Andrew Ransom-Keyek, Event Manager
Public Assembly Facilities Division

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 2, 2025

SUBJECT: Order 199-24/25 Granting Municipal Officers' Approval of El Luchador Holdings LLC, dba Terlingua Outpost. Application for Class I FSE at 34 Washington Avenue - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 4/18/25. Location was previously secondhand goods store.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.05.19_Terlingua_Council Packet
2. 2025.05.19_Terlingua_Council Order

Prepared by:

Date: 05/02/2025

Dear City Council Members and Mayor Keith Wilson,

April 21, 2025

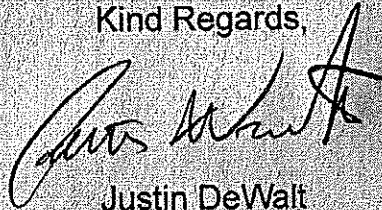
The team at Terlingua BBQ is very excited to be growing our operations directly next door to Terllingua, at 34 Washington Ave.

The Terlingua Outpost will have a wide range of offerings including: a full coffee and espresso program, soft serve ice cream, grab n' go hot, cold and market items. There will be a full beer, wine and liquor program at The Outpost for those who chose to dine in at one of the approximately 18-seats.

We expect opening hours of operation to be: 7-days a week from 8AM-8PM.

It comes with great joy and excitement as we near the opening of The Outpost and welcome a community-centered neighborhood spot to the beloved Washington Ave neighborhood.

Kind Regards,

A handwritten signature in black ink, appearing to read "Justin DeWalt", with a stylized flourish at the end.

Justin DeWalt
Chief Operating Officer
Saddle Up Hospitality
The Terlingua Outpost



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 55332-64634	Date of Submission of BELLS application: 3/19/25
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Business Information

Legal Business Entity Applicant Name (corporation, LLC): EL LUCHADOR, LLC	Business Name (D/B/A): TERLINGUA OPOST
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 34 Washington AVE
If applicable, what was formerly at this location:	Business Email Address: info@terlingua.me
Mailing Address: 40 Washington AVE	Contact Person: JUSTIN DEWNET
Contact Person Phone: 774-263-8669	Contact Person Email: JUSTIN@terlingua.me
Manager of Establishment: JUSTINE SMITH	Date of Birth: 5/25/92
	Manager Phone: 774-263-8669
Owner of Premises (Landlord): 34 Washington AVE LLC	Address of Premises Owner (Landlord): PO Box 7815, Portland, ME 04112

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name: EL LUCHADOR, LLC	Corporate Mailing Address: 40 Washington AVE		
Contact Person: JUSTIN DEWNET	Contact Phone: 774-263-8669		
Principal Officers	Title	Date of Birth	Residence Address
Melany Reynolds	OWNER	6/30/80	211 Congress St. Portland, ME 04101
Philly Reynolds	OWNER	8/8/78	211 Congress St. Portland, ME 04101

CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

CLASS I FSE

Class of Liquor License (see fee schedule): CLASS XI (CLASS A BARMAN / Lounge)		
Type of food served:	BREAKFAST, ICE CREAM, SNACKS, PREPARED FOOD	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 70	Generated from Alcohol: 30
Hours & days of operation:	7-DAYS A WEEK 8AM - 9PM	
QUESTIONS	YES	NO
Will full-course meals only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☐	☒
If No, please explain: Items will be available for take-out or dine-in		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒
If yes, will the outside dining be on:	PUBLIC property or PRIVATE property	
Will you have any amusement devices (pinball, video games juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? JUNE 1st		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): TERMINAL + OCOFILLO		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

I, JUSTIN D. WATTS do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

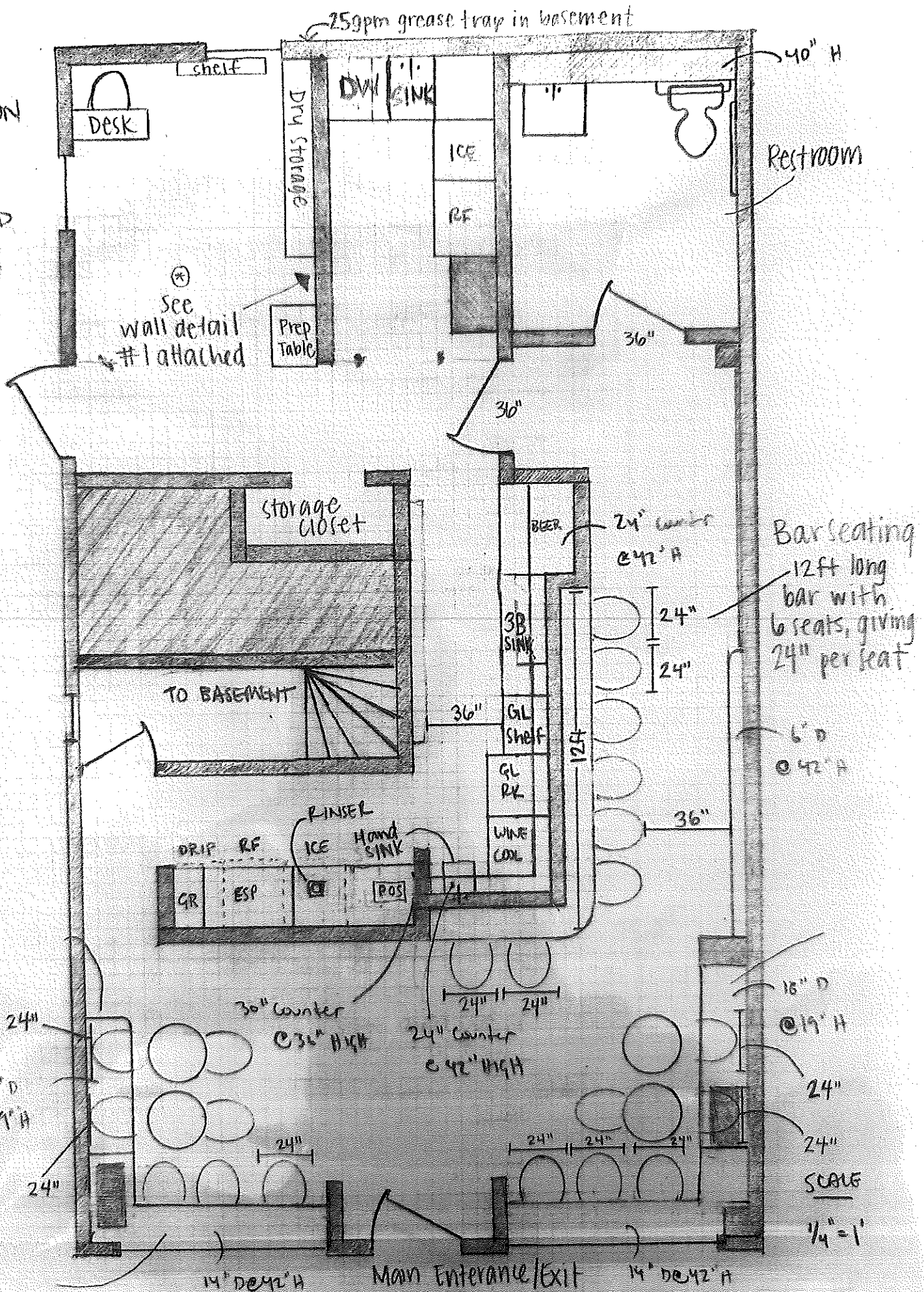
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title C.O.O Date 3/27/25

34
WASHINGTON
AVE.

PROPOSED
FLOOR
PLAN



TERLINGUA OUTPOST

OPENING SUMMER II 2025

DRINK BAR

ESPRESSO DRINKS

COCOA-LATTE

MOJITO-CCINO

DRINKING CHOCOLATE

HOUSE-MADE SODA

FRESH SQUEEZED

TEA

MARKET GOODS

SEASONAL PROVISIONS

DRY GOODS

**GRAB N' GO
OR STAY & SNACK**

COFFEE

QUICK PICK

BREAKFAST

BURRITOS

KOLACHES

ICE CREAM

SWEETS

SNACKS

BEER

WINE

COCKTAILS

PREPARED FOOD

SMOKED MEATS

34 WASHINGTON AVE, PORTLAND, MAINE

Terlingua_Class I_34 Washington Ave

Zachary Finley <zackf@portlandmaine.gov>

Tue, May 6, 2025 at 10:46 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

PD approves.

[Quoted text hidden]

--

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department



Zachary Lenhart <zlenhart@portlandmaine.gov>

Terlingua_Class I_34 Washington Ave

Zoning <zoning@portlandmaine.gov>

Fri, May 2, 2025 at 8:09 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Good Morning,

The legal use under issued permit BLDC2024-03700 is bar & restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on May 19, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of El Luchador Holdings LLC, dba Terlingua Outpost. Application for Class I FSE at 34 Washington Avenue - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



May 13, 2025

El Luchador Holdings LLC
34 Washington Ave
Portland, ME 04101

Re: El Luchador Holdings LLC, dba Terlingua Outpost. Application for Class I FSE at 34 Washington Avenue

Dear El Luchador Holdings LLC :

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday May 19, 2025 at 5:00 p.m., for the review of application for Class I FSE at 34 Washington Avenue. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager



Application Copy

File Number: 64634

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-04-16

SECONDARY LICENSE(S)

None selected

LICENSEE

El Luchador Holdings, LLC

LICENSEE TYPE

Limited Liability Company

MANAGED BY AGENT

Yes

AGENT

El Luchador Holdings, LLC

AGENT TYPE

Limited Liability Company

PREMISES TYPE

Class A Restaurant

PREMISES NAME

The Terlingua Outpost

OPERATOR

Justin DeWalt

PHYSICAL ADDRESS

34 Washington Ave Portland ME 04102-0000

MAILING ADDRESS

40 Washington Avenue Portland ME 04101

CONTACT NAME

Justin DeWalt

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(774) 263-8669

ALTERNATE PHONE

FAX

EMAIL

justin@terlingua.me

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

No

2. What is your expected start date?

June 1, 2025

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

Yes

License # CAR-20-104332; Terlingua Restaurant, 40 Washington Ave. Portland, Maine 04101

License # CAR-24-106699; Ocotillo Restaurant, 211 Danforth Street, Portland, Maine 04102

5. Is the applicant/licensee an individual, partnership, or association?

Yes

Yes

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for Vessel Corporation?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"

No

10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

No

11 Will any law enforcement officer directly benefit financially from this license, if issued?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

Yes

Justine Smith: 5/25/1992

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

40 Washington Ave, Portland, Maine 04101

21 What will be your business hours? Please indicate each day's open and close times.

7-Days a week 8AM-8PM

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

East End School: 195 North St, Portland, ME 04101; .1 Mile

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	IMG_2629.pdf	The corporate supplemental form
Corporate Supplemental Form	IMG_2628.pdf	The corporate supplemental form
Food Menu	Drink_1.pdf	Food and drink menu
Premises Floor Plan	IMG_2487 2.Floor Plan.pdf	Floor plan
Lease/Rental Agreement	IMG_6125.pdf	Lease
Lease/Rental Agreement	IMG_6126.pdf	Lease
Food Menu	Page-2.pdf	

APPLICANT

Pliny Reynolds

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name:	2. Date of incorporation/registration:	3. State of incorporation:
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List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Philly Reynolds	8/3/78	207-400-0400	140 Congress St. Portland, ME 04101	Owner	50%
Marie Reynolds	6/30/80	207-402-2464	140 Congress St. Portland, ME	owner	50%

Affidavit

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

RA

Affiant Signature

4/16/25

Date

Pinky Ramos

Affiant Printed Name

State of MAINE

County of Cumberland

I certify that on the date set forth below, the individual named above did appear personally before me and did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Emily P. Drummond

Signature of Notary Public

4/16/2025

Date

Emily P. Drummond

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class C crime punishable by up to 364 days incarceration and a \$2,000 fine.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**El Luchador Holdings LLC, dba Terlingua Outpost. Application for Class I FSE at 34
Washington Avenue**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 2, 2025

SUBJECT: Order 200-24/25 Granting Municipal Officers' Approval of DC Baxter Woods II LLC, dba DC Baxter Woods II LLC. Application for Auditorium with Indoor Entertainment at 631 Stevens Avenue - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 4/29/25. Location was previously Maine Girls Academy.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.05.19_DC Baxter_Council Packet
2. 2025.05.19_DC Baxter_Council Order

Prepared by:

Date: 05/02/2025



April 22, 2025
Mark Dion
Mayor of Portland
City Council
389 Congress St,
Portland ME 04101

RE: Liquor License Application for Stevens Square Community Center

Dear Mr. Mayor, City Council Members:

Please see attached the application and supporting documents to obtain a liquor license for use at the Stevens Square Community Center located at 631 Stevens Ave Portland, ME 04103. The liquor license is intended to be used to serve patrons of Good Theater, the newest tenant at the building, who will be adding vibrancy to the neighborhood with regularly scheduled performances by Broadway and Tony award winning performers. The theater will also have the capability to host local events and conferences. We look forward to being good stewards of these upcoming changes to the historic Catherine McAuley High School and continuing to build community through smart people-centered growth.

Sincerely,

Kevin Bunker, Developers Collaborative



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 49452	Date of Submission of BELLS application: 3/11/2025
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Business Information

Legal Business Entity Applicant Name (corporation, LLC): DC Baxter Woods II LLC	Business Name (D/B/A):	
Individual or Sole Proprietor Applicant Name(s): Kevin Bunker	Physical Location: 631 Stevens Ave, Portland ME 04103	
If applicable, what was formerly at this location: Maine Girls Academy	Business Email Address: bunker.kevin@gmail.com	
Mailing Address: 631 Stevens Ave, Suite 203 Portland ME 04103	Contact Person: Amanda Bartlett	
Contact Person Phone: 207-772-3225	Contact Person Email: amanda@dcmaine.com	
Manager of Establishment: Kevin Bunker	Date of Birth: 7/9/1974	Manager Phone: 207-772-3225
Owner of Premises (Landlord): DC Management LLC	Address of Premises Owner (Landlord): 631 Stevens Ave, Suite 203 Portland ME 04103	

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name: DC Baxter Woods II LLC	Corporate Mailing Address: 631 Stevens Ave, Suite 203, Portland ME 04103		
Contact Person:	Contact Phone:		
Principal Officers	Title	Date of Birth	Residence Address
Kevin Bunker	Owner	7/9/1974	65 Brookside Rd Portland ME



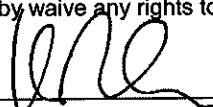
CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule): Class I (Auditorium)			
Type of food served:	N/A		
Please select all that will be served:	☒ Beer	☒ Wine	☒ Liquor
Projected percentage of sales:	Generated from Food: 0	Generated from Alcohol: 100	
Hours & days of operation:	Thursday - Sunday 5-8:30pm		
QUESTIONS	YES	NO	
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☐	☒	
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒	
If yes, give the distance:			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒	
Will you permit dancing after 1:00 a.m.?	☐	☒	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐	☒	
If yes, will the outside dining be on: ☐ PUBLIC property or ☐ PRIVATE property			
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒	
If yes, please list: # of amusements: and # of pool tables:			
What is your targeted opening date? :			
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒	
If Yes, list name(s) of employee(s) and department(s):			
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☐	☒	
If Yes, please list business name(s) and location(s):			
Is any principal officer under the age of 21?	☐	☒	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒	
If Yes, please explain:			

I, Kevin Bunker do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title Authorized Agent Date 4/1/2025



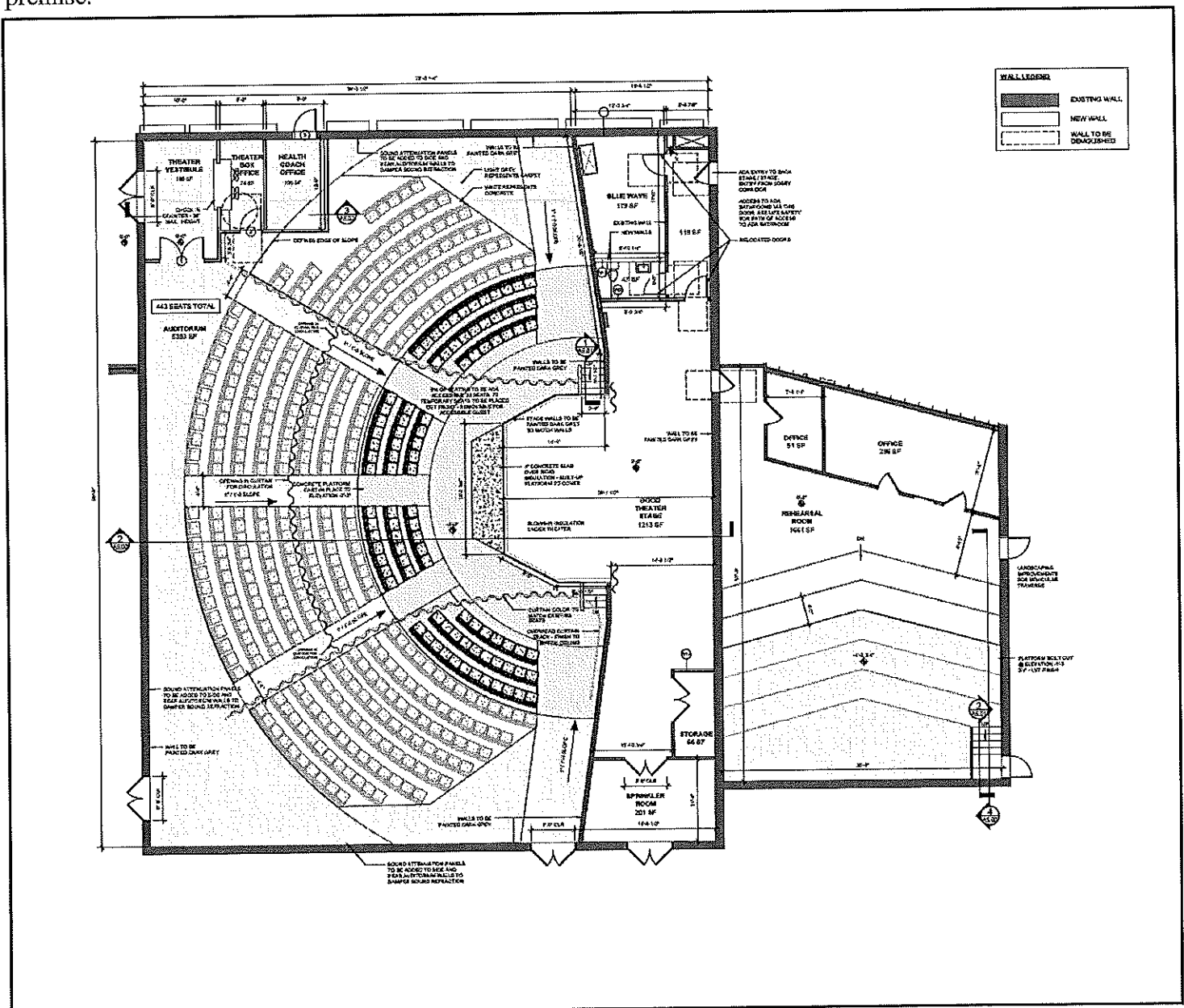
STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.





CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☒ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☐ Combined Entertainment \$800.00
☒ Sound Mitigation Fee \$150.00		

Business Information	
Establishment Name (d/b/a):	Phone:
Location Address:	Zip: 04103
Owner Name:	Phone:
Owner Email:	
Contact Person responsible for Entertainment:	Phone:
Contact Person Email:	
Manager of Establishment:	Phone:
Manager Email:	

About Your Establishment

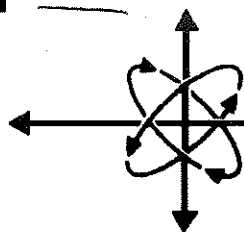
Describe in detail the type and nature of the business and proposed entertainment:
As the owner and manager of the building known as the Stevens Square Community Center, under the entity of DC Baxter Woods II LLC, we are applying for an Entertainment License now that we have a tenant in place for the Auditorium who will be scheduling regular performances ranging from theater, music, and dance.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature  Title Owner _____ Date 4/23/2025

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

P1



DIVERSIFIED
TESTING LABORATORIES, INC.
 WORLDWIDE SERVICE

Reference for Curtain Material

"We Test Per Your Request"

336 WEST FRONT STREET
 P.O. BOX 4004
 BURLINGTON, NORTH CAROLINA 27215
 PHONE (336) 227-7710 • FAX (336) 227-1175
 www.diversifiedtestinglabs.com

August 7, 2015

Mr. Bill Brown
 GERRIETS INTERNATIONAL INC.
 130 Winterwood Avenue
 Ewing, NJ 08638

Reference: Laboratory Test Report
 Lab Identification No. 16161
 Invoice No. 47007 (Attached)

Dear Mr. Brown:

One (1) sample, identified as **LUNAR DUO, ARTICLE NUMBER: 1651 5321, 100% POLYESTER**, was received and tested in accordance with the National Fire Prevention Association No. 701, "Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, 2015 Edition, (Test 1, Small Scale)". The results are as follows:

<u>Specimen Number</u>	<u>Residual Flame</u> (seconds)	<u>Weight Loss</u> (percent)
1	0.0	20.43
2	0.0	16.84
3	0.0	17.05
4	0.0	18.15
5	0.0	17.05
6	0.0	13.25
7	0.0	19.28
8	0.0	17.82
9	0.0	17.58
10	0.0	18.03
AVG.	0.0	17.55

The sample submitted **meets** the minimum requirements of the above standard. The average percent weight loss cannot exceed 40% and the weight loss of individual specimens cannot exceed mean value plus three standard deviations. The average residual flame cannot exceed 2.0 seconds.

If there are any questions or when we can be of further assistance, please let us know.

Sincerely,

Bobby E. Puett

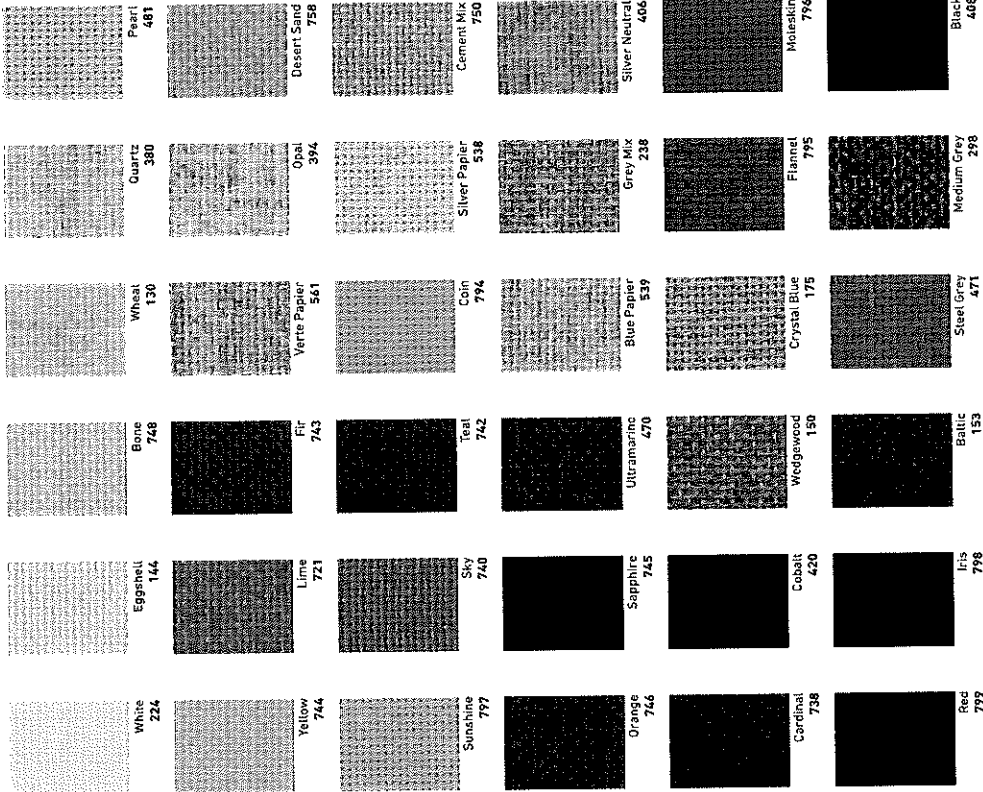
BEP/mr
 Attachment

FR701® 2100

Recycled Content
Bleach Cleanable

Panel | Acoustic

FR701® 2100



Guilford of Maine
Collection

duvaltex

Specifications

Content	100% post-consumer recycled polyester
Weight	16.0 ± 0.5 oz./sq. yd.
Width	66" min. useable
Repeat	none

Cleaning Code

Standard Care Label W-S. Clean with water based cleaning agents, foam or pure, water free solvents. Vacuuming or light brushing is recommended to prevent dust and soil buildup.

Bleach Cleanable - May be cleaned with a 10% bleach-to-water solution. Rinse well after cleaning. May also be disinfected with hydrogen peroxide, alcohol, and quaternary ammonium (quat) based cleaners.

Miscellaneous

Application testing of this product is recommended. Colors may vary between dye lots. This is a non-directional fabric.

Proudly woven in North America supporting our local communities.

Sustainability

100% recycled and recyclable



Renowned for its exceptional performance and style, Guilford of Maine has set industry standards in acoustics and panel fabrics for many decades. We present the Guilford of Maine Collection - a selection of timeless fabrics.

Performance

	Colorfastness to light (AATCC 16.3 Option 3) Grade 4 min. at 40 hours
	Colorfastness to cracking (AATCC 8) Grade 4 min. dry & Grade 3 min. wet
	Breaking Strength (ASTM D5034) 150 lb min. warp and fill
	Flammability ASTM E84 Class I or A

Acoustical Performance

Our acoustic fabrics are all acoustically transparent. This represents the amount of sound that passes through the fabric.

Acoustic Transparency: 95%

For more detailed results, please consult our website.



This pattern is included in the underwriters laboratory panel fabric recognition program. Additional testing of this U.L. recognized fabric is not required on approved panels from participating manufacturers.

USA & INTERNATIONAL | T 800-544-0200
CANADA | T 416 227-9897
For samples, visit guilfordofmaine.com

duvaltex

Acoustical Wall Panel Specification 2" thick Standard Wall Panel

SECTION 09840 – ACOUSTICAL WALL PANELS

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Acoustical Wall Panel

1.2 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for acoustical wall panels, including plans, elevations, sections, details and attachment to other work.
- B. Submittals: Furnish 12" x 12" samples, showing manufacture full range of colors, texture and patterns available for each type of acoustical product specified.
- C. Product Test Report: From a qualified testing agency indicating wall panels comply with requirements.
- D. Qualification Data: For firms specified in "Quality Assurance" Article to demonstrate their capabilities and experience.
- E. Product Certificates: Signed by manufacturer certifying that the products furnished comply with requirements.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualification: Manufacture shall have a minimum of 5 years experience in production of specified products and shall furnish supporting documentation showing completed jobs of approximately the same size and scope.
- B. Fire Test Reports: Provide acoustical wall panels with the following surface-burning characteristics as per ASTM E 84.
 1. Flame Spread: 25 or less
 2. Smoke Developed: 450 or less
- C. Acoustical Test Report: Provide acoustical test report from a qualified testing agency indicating acoustical wall panels meets 1.15 NRC per ASTM C-423.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect Acoustical Wall Panels from excessive moisture when shipping, storing, and handling. Deliver in unopened skids and store in a dry place with adequate air circulation. Do not delivery material until all wet-work has been completed.

PART 2 – PRODUCTS

2.1 WALL PANELS, GENERAL

- A. Acoustical Wall Panels shall be 2” thick – 6.0-7.0 lb. per cubic foot high-density fine fibred fiberglass. Manufactures standard panel construction, fully wrapped hardened, panel manufactures standard full line of fabric.

1. Products

- a. Model # Signature S-2000
Sound Seal
Agawam, MA. USA
Ph. (800) 569-1294
Fax (413) 789-4444

- 2. Facing Material: Guilford of Maine FR 701 – Style 2100 – 100% polyester
- 3. Panel Thickness: nominal 2” thick
- 4. Noise Reduction Coefficient: NRC 1.15
- 5. Panel Width: 48 inches
- 6. Panel Length: As indicated, up to 10 feet long.

2.2 CONSTRUCTION

- A. The acoustical wall panel product shall be supplied in 48” wide panels with lengths as indicated. All edges will be fully wrapped with mounting as indicated.

2.3 MOUNTING

- A. Back-Mounting Accessories: Manufactures standard accessories for securely mounting panels, of type and size indicated and complying with the following requirements:
 - 1. Mechanically Mounted Edge-Reinforced Panels: Metal clips designed to support weight of panels, mechanically attached to wall substrate according to manufactures standard pattern and adhesively bonded to back of panel, with base support brackets where recommended by manufacture for additional support of panels.

2.4 ACOUSTICAL PERFORMANCE

Sound Absorption: Per ASTM C – 423

Sound Absorption Coefficient per Octave Band Center Frequency (Hz)

125	250	500	1000	2000	4000	NRC
-----	-----	-----	------	------	------	-----

0.22	0.81	1.24	1.30	1.21	1.16	1.15
------	------	------	------	------	------	------

2.5 FLAMMIBILITY RATING

- A. All components shall have a Class A Flammability rating per ASTM E- 84: Surface Burning Characteristics of Building Materials, with a Flame Spread of 25 or less and Smoke Developed of 450 or less

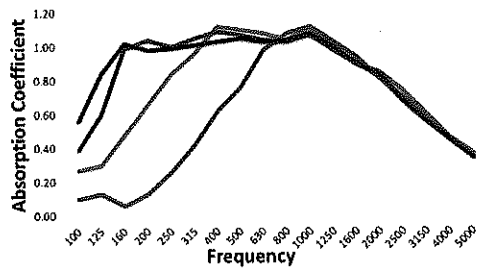
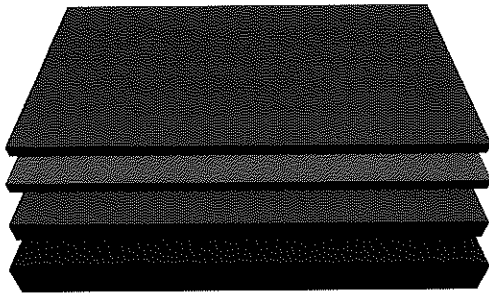
PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install Acoustical Wall panels in locations indicated, top edges level and in alignment with other panels. Comply with manufactures written instructions for installation of panels using type of mounting accessories indicated or, if not indicated, as recommended by manufacture.

3.2 CLEANING

- A. After completion of installation of panels, remove dust and other foreign material according to manufactures written instructions.
- B. Remove surplus material, rubbish, and debris resulting from panel installation, on completion of the work, and leave areas of installation in a neat and clean condition.



Blue = 1" BAD™ Panel = NRC 0.75
 Green = 2" BAD™ Panel = NRC 1.00
 Red = 3" BAD™ Panel = NRC 1.00
 Purple = 4" BAD™ Panel = NRC 1.00

Additional test data is available – please see the Supplementary Acoustical Data Charts online or contact your local RPG Sales Representative.

Frequency (Hz)	2" BAD™ Panel
100	0.27
125	0.30
160	0.48
200	0.66
250	0.84
315	0.96
400	1.12
500	1.10
630	1.08
800	1.04
1000	1.11
1250	0.99
1600	0.90
2000	0.85
2500	0.74
3150	0.60
4000	0.46
5000	0.37
NRC	1.00
SAA	0.95

PRODUCT OVERVIEW

The **BAD™ (Binary Amplitude Diffuser) Panel** is a unique synergy of advanced acoustic technology and simplicity of design when performance is paramount. Utilizing an optimal binary pattern of perforations in a rigid template over a sound-absorbent core, the **BAD™ Panel** achieves an excellent balance of sound absorption across the NRC frequency bands while preserving the space's ambience by rolling off the absorption at 1000Hz. This unique hybrid technology eliminates excessive high-frequency absorption, transitions to a scattering surface in the very high frequencies, prevents lobing inherent in common perforated surfaces and significantly improves mid and low-frequency absorption.

SIZING

- Standard Panel: 4' W x 8' L X 1", 2", 3" & 4" T
- Maximum Panel: 4' W x 10' L
(Custom panel widths and lengths are available)
- Each 1" thick panel weighs approx. 1.20 lbs/ft²

COMPOSITE FIRE RATING

Class A (per ASTM E-84)

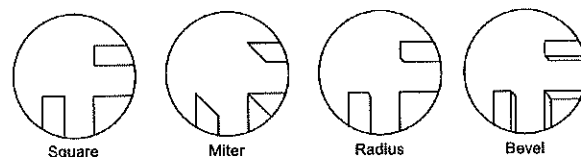
FINISH

The **BAD™ Panel** can be wrapped with RPG-reviewed industry standard and custom fabrics. Fabrics with acoustical performance data are preferred.

INSTALLATION

The **BAD™ Panels** can be quickly and easily hung on any wall surface using RPG's Impalit™ clip. For ceiling applications, the panels can be either direct mounted with Z-bar attachments or suspended using a cloud anchor kit. Panels can also be configured to be installed in standard 15/16" HD T-grid supplied by others.

STANDARD PANEL EDGE CONDITIONS

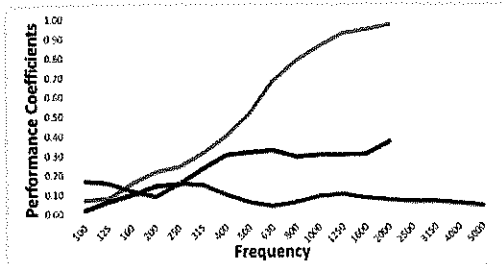
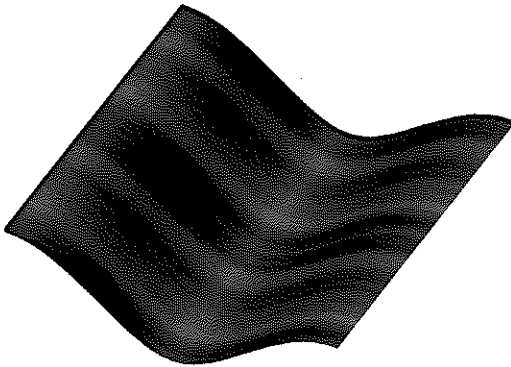


Waveform® Gaussian A12



DIFFUSION

WALLS & CEILINGS



Blue = Diffusion Coefficient

Green = Scattering Coefficient

Red = Absorption Coefficient - NRC = 0.10, SAA = 0.09

Additional test data is available – please see the Supplementary Acoustical Data Charts online or contact your local RPG Sales Representative.

Frequency	Diffusion Coefficient
100	0.02
125	0.06
160	0.10
200	0.14
250	0.16
315	0.24
400	0.30
500	0.32
630	0.33
800	0.29
1000	0.30
1250	0.30
1600	0.31
2000	0.37

PRODUCT OVERVIEW

The **Waveform® Gaussian A12 Panel** was developed using RPG's powerful shape optimization and aperiodic modulation technology, which optimizes sound diffusion while providing a given shape motif. The panels have an aluminum skin with a honeycomb core, creating a lightweight bell-shaped appearance designed to increase intelligibility and enhance musical clarity and intimacy. When absorptive material is placed into the rear cavity of the assembled unit in an overhead canopy configuration, significant reverberation time reduction in the space can also be accomplished. This symmetrical **Waveform® Gaussian A12 Panel** can also be arrayed to reduce periodicity effects and be installed on walls or ceilings.

SIZING

- Standard Panel: 4' W x 4' L x 12" D
- Material Thickness: 3/4"
- Each panel weighs approx. 2.00 lbs/ft²
Should the project require a higher unit mass, 1 and 2 lbs/sf MLV (mass loaded vinyl) backings are standard options.

CORE FIRE RATING

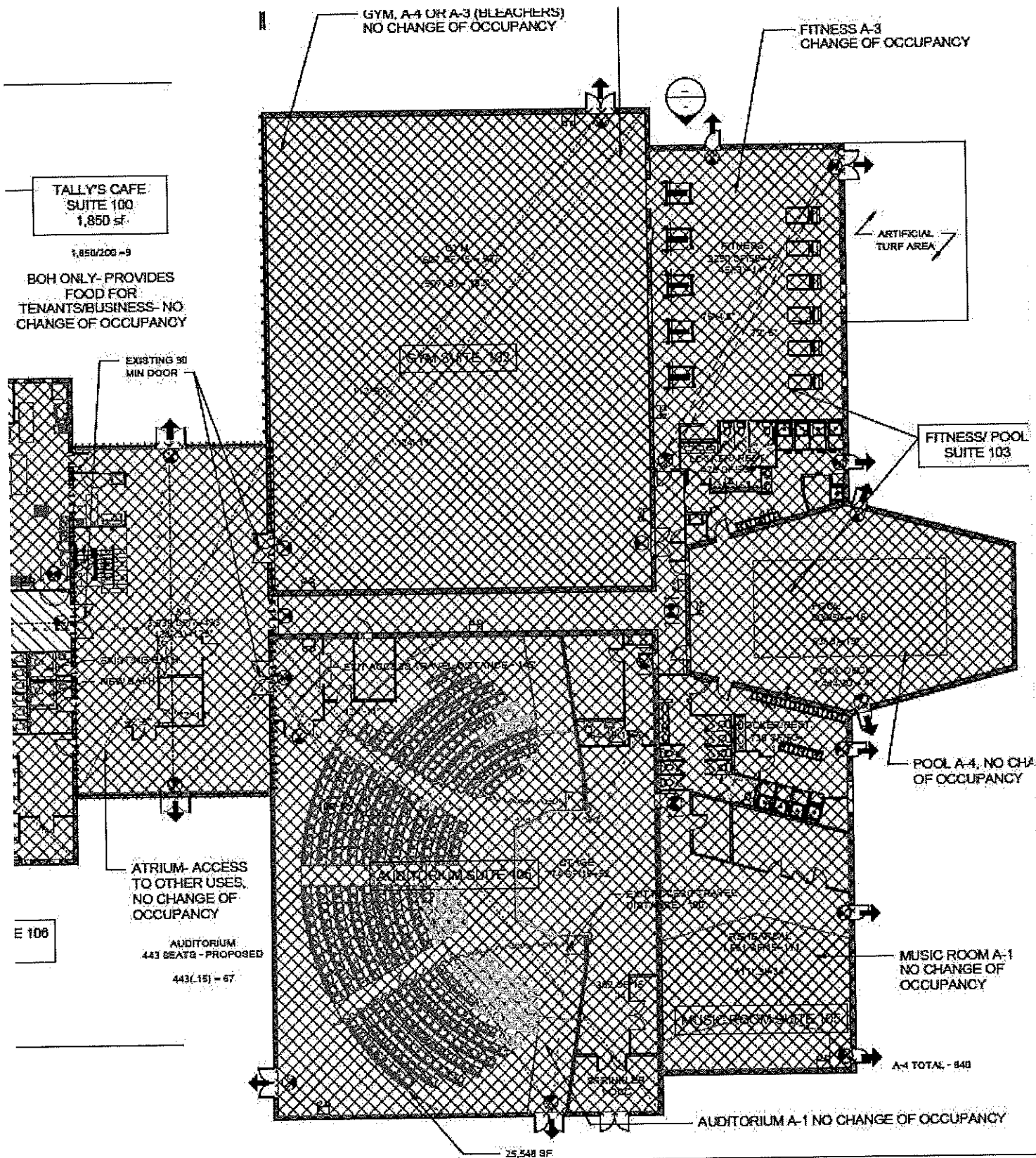
Non-Combustible

FINISH

The **Waveform® Gaussian A12 Panel** is available standard in a white powder-coated finish. Units can be painted in custom colors or veneered with natural wood veneers, no laminates.

INSTALLATION

Overhead mounting of the **Waveform® Gaussian A12 Panel** is achieved by suspending units from embedded eye-bolts using RPG-supplied engineered cables and hardware. Each panel is designed to hang freely as a separate "cloud" or tied together with brackets along the long or short edge to create a canopy.





Zachary Lenhert <zlenhert@portlandmaine.gov>

DC Baxter Woods_Auditorium_631 Stevens

Christopher Mitchell <chrism@portlandmaine.gov>

Mon, May 5, 2025 at 10:25 AM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <Kim.Lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

All set with the PD

Lt. Chris Mitchell
Portland Police Department
Patrol Operations

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

DC Baxter Woods_Auditorium_631 Stevens

Zoning <zoning@portlandmaine.gov>

Thu, May 8, 2025 at 1:01 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Christopher Mitchell <chrism@portlandmaine.gov>

Good Afternoon,

The legal use for Suite 105, 631 Stevens AVE is auditorium. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on May 19, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of DC Baxter Woods II LLC, dba DC Baxter Woods II LLC.
Application for Auditorium with Indoor Entertainment at 631 Stevens Avenue - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



May 13, 2025

DC Baxter Woods II LLC
631 Stevens Avenue
Portland, ME 04103

Re: DC Baxter Woods II LLC, dba DC Baxter Woods II LLC. Application for Auditorium with Indoor Entertainment at 631 Stevens Avenue

Dear DC Baxter Woods II LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday May 19, 2025 at 5:00 p.m., for the review of application for Auditorium with Indoor Entertainment at 631 Stevens Avenue. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



State of Maine

Bureau of Alcoholic
Beverages & Lottery
Operations

Application Copy

File Number: 49452

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-03-11

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

DC Baxter Woods II LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

CORPORATE NUMBER

20190657DC

INCORPORATION DATE

2018-08-02

CORRESPONDENCE ADDRESS

631 Stevens Ave Suite 203 Portland ME 04103

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Amanda Bartlett

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 314-7238

ALTERNATE PHONE

FAX

EMAIL

amanda@dcmaine.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
DC Baxter Woods II LLC	Member		99

ADDITIONAL INFORMATION

MANAGED BY AGENT

Yes

AGENT NAME

Amanda Bartlett

AGENT TYPE

Individual

BIRTHDATE

1979-03-29

GENDER

Female

SPOUSE

none

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 314-7238

ALTERNATE PHONE

FAX

EMAIL

amanda@dcmaine.com

CORRESPONDENCE ADDRESS

MAILING ADDRESS

PHYSICAL ADDRESS

PREMISES TYPE

~~Class A Lounge~~ CLASS 1 AUDITORIUM

PREMISES NAME

Stevens Square Community Center

OPERATOR

DC Baxter Woods II LLC

PHYSICAL ADDRESS

631 Stevens Ave Portland ME 04103

MAILING ADDRESS

631 Stevens Ave Suite 203 Portland ME 04103

CONTACT NAME

Amanda Bartlett

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 314-7238

ALTERNATE PHONE

FAX

EMAIL

amanda@dcmaine.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

20190657DC

2. What is your expected start date?

4/1/25

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
Yes
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No
- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.
No
- 11 Will any law enforcement officer directly benefit financially from this license, if issued?
No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 Do you have a manager employed?

Yes

Amanda Bartlett, 3/29/79

15 Has any of the listed applicants or an employed manager been denied a liquor license within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

Yes

20 At which address are your business records located?

631 Stevens Ave Suite 203
Portland ME 04103

21 What will be your business hours? Please indicate each day's open and close times.

11 am - 10:30 pm 7 days possible depending upon events

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

St. Brigid School - 1401 feet

Portland Commons (dormitory) - 9504 feet

St. Joseph's Catholic Church - 814 feet

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	
Premises Floor Plan	101 Floor Plan.pdf	
Premises Floor Plan	101 Floor Plan pt2.pdf	
Maine Health or Agriculture License	Agriculture license TBD.docx	

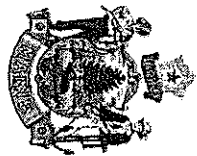
APPLICANT

Kevin Bunker

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: DC Baxter Woods II LLC	2. Date of incorporation/registration: 08/02/2018	3. State of incorporation: ME
---	--	----------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Kevin Bunker	7/9/74	bunker.kevin@gmail.com	65 Brookside Rd. Portland ME	Owner	99%

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

**DC Baxter Woods II LLC, dba DC Baxter Woods II LLC. Application for Auditorium
with Indoor Entertainment at 631 Stevens Avenue**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 2, 2025

SUBJECT: Order 201-24/25 Granting Municipal Officers' Approval of Lukes Lobster XL LLC, dba Dry Dock. Application for Class I FSE with Private Outdoor Dining at 84 Commercial Street - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 4/29/25. Location was previously Dry Dock.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2025.05.19_Dry Dock_Council Packet
2. 2025.05.19_Dry Dock_Council Order

Prepared by:

Date: 05/02/2025

warren kalyan mattocks attorneys at law

AUSTIN

506 W. 14th Street, Suite A

Austin, TX 78701

NEW YORK CITY

14 Wall Street, Suite 2054

New York, NY 10005

SAN ANTONIO

700 N. St. Mary's Street, Ste. 1400

San Antonio, TX 78205

(512) 347-8777 | (212) 516-6513

hello@warrenkalyan.com

April 22, 2025

VIA EMAIL

Portland City Council
Attn: Mayor Dion and Members
389 Congress Street, Room 307
Portland, Maine 04101
BL@portlandmaine.gov

RE: Letter of Intent for Liquor License Application for Lukes Lobster XL LLC @ 84 Commercial Street

Dear Mayor Dion and Members,

We represent Lukes Lobster XL LLC. This letter serves as formal notice that our client intends to apply for a Class A Restaurant Liquor License for their new restaurant located at 84 Commercial Street, Portland, ME.

Thank you for your assistance with this matter.

Sincerely,



Hari Nathan Kalyan



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Application for Food Service Establishment with Alcoholic Beverages License

Maine B.E.L.L.S. Application Information

File or Tracking Number from BELLS application: 56929	Date of Submission of BELLS application: 3/27/25
--	---

Business Information

Legal Business Entity Applicant Name (corporation, LLC): Lukes Lobster XL LLC	Business Name (D/B/A): Dry Dock		
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 84 Commercial Street Portland, ME 04101		
If applicable, what was formerly at this location:	Business Email Address: development@lukeslobster.com		
Mailing Address: 84 Commercial Street Portland, ME 04101	Contact Person: Hari Nathan Kalyan		
Contact Person Phone: (512)-347-8777	Contact Person Email: hari@warrenkalyan.com		
Manager of Establishment: Matt Ginn	Date of Birth: 10/28/1985	Manager Phone: (917) 434-0655	
Owner of Premises (Landlord): 84 COMMERCIAL STREET LLC	Address of Premises Owner (Landlord): 72 Commercial Street, Suite 2 Portland, Maine 04101		

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name: Lukes Lobster XL LLC	Corporate Mailing Address: 84 Industrial Park Road Saco, Maine 04072		
Contact Person: Steve Song	Contact Phone: (917) 434-0655		
Principal Officers	Title	Date of Birth	Residence Address
Lucas Holden	CEO	3/22/1984	1 Ledge Road, South Portland, ME, 04106
Steve Song	CFO	5/29/1979	1 Bank Street #2H, New York, NY 10014
Bryan Holden	VP	7/21/1986	3 Decary Road, Biddeford, ME 04005



CITY OF PORTLAND, MAINE
Permitting and Inspections Department
Business Licensing and Housing Safety

Class of Liquor License (see fee schedule): Class I (Class A Restaurant)		
Type of food served:	American Seafood	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 70% Generated from Alcohol: 30%	
Hours & days of operation:	11am-10pm, Monday - Sunday	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☒	☒ BPK
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐
If yes, will the outside dining be on: ☐ PUBLIC property or ☒ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? :June 10th		
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): Luke's Lobster Portland Pier		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

I Bryan Holden do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Bryan Holden Title Owner Date 4/18/25

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

BL@portlandmaine.gov • www.portlandmaine.gov

THE ROLLS

ASK ABOUT
OUR GF BUNS!

Our Maine-style rolls are served with 4oz or 6oz of chilled, wild-caught lobster, crab, or shrimp in a toasted, buttered bun with mayo, lemon butter, & Luke's Secret Seasoning.



Lobster Roll

24/35

(300-380 cal)



Crab Roll

17/25

(310-390 cal)



Shrimp Roll

12/17

(310-390 cal)

LUKE'S TRIO

SEAFOOD
SAMPLER

2oz lobster roll

2oz shrimp roll

2oz crab roll

(460 cal) 27



SPECIALTY ROLLS

Spicy Honey Lobster Roll

25/36

Chilled lobster, Mike's Hot Honey-Extra
Hot butter, Aleppo pepper flakes (300-380 cal)

Truffle Butter Lobster Roll

25/36

Chilled lobster, white truffle butter (310-390 cal)

Lobster Roll Flight

36

Chilled lobster roll sampler: 2oz lemon butter,
2oz spicy honey butter, 2oz truffle butter (460 cal)

Warm Butter Lobster Roll

25/36

Warm lobster, dressed in lemon butter, Luke's
Secret Seasoning (560-640 cal)

SIDES & DRINKS

MAKE YOUR
ROLL A COMBO

Lobster Bisque 8oz/12oz (210-340 cal) 10/13

N.E. Clam Chowder 8oz/12oz (260-390 cal) 7/10

Poppyseed Slaw (40 cal) 3

Kettle Chips (210 cal) 2

Soft Drinks (0-210 cal) 4

Before placing your order, please inform your server if a person in your party has a food allergy. 2,000 calories a day is used for general nutrition advice, but calorie needs may vary. Additional nutrition information available upon request.

OUNCES	2oz	4oz	6oz	8oz	12oz
GRAMS	57g	113g	170g	227g	340g



Dear Mayor and members of city council –

Please see the attached herein an application for an Outdoor Dining on Private Property at 84 Commercial Street.

If you have any questions, please do not hesitate to reach out.

Thanks,
Bryan Holden
Development@lukeslobster.com
207-650-3395



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Private Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☒ Outdoor Dining on Private Property \$125.00 ☐ Legal Advertisement Deposit \$100.00

Business Information					
Business Name (d/b/a):	Lukes Lobster XL LLC, dba Dry Dock	Phone:	207-619-2831		
Location Address:	84 Commerical Street	Zip:	04101		
Mailing Address:	84 Industrial Park Rd, Saco ME	Zip:	04072		
Contact Person:	Bryan Holden	Phone:	207-650-3395		
Contact Person Email:	development@lukeslobster.com				
Manager of Establishment:	Matt Ginn	Date of Birth:	10/28/1985	Phone:	207-232-0453
Owner of Premises (Landlord):	Turnkey Management				
Address of Premises Owner:	72 Commerical Street	Zip:	04101		

Owner Information

Corporate Name		Corporate Mailing Address			
Lukes Lobster Holding LLC		84 Industrial Park Rd, Saco ME		Zip:	04072
Contact Person:	Bryan Holden			Phone:	207-650-3395
Principal Officers		Title	Date of Birth	Residence Address	
Lucas Holden		President	3/22/1984	1 Ledge Road, South Portland, ME, 04106	
Ben Conniff		Owner	3/24/1985	175 Vaughan Street, Portland, ME 04102	
Bryan Holden		President	7/21/1986	28 Foreside Rd, Cumberland Foreside ME 04110	



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Class I (Class A Restaurant)
Type of food served:	American Seafood
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	11am-10pm, Monday to Sunday
Number of Tables	34 (inside), 33 (outside)
Number of Chairs	150 (inside), 148 (outside)

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

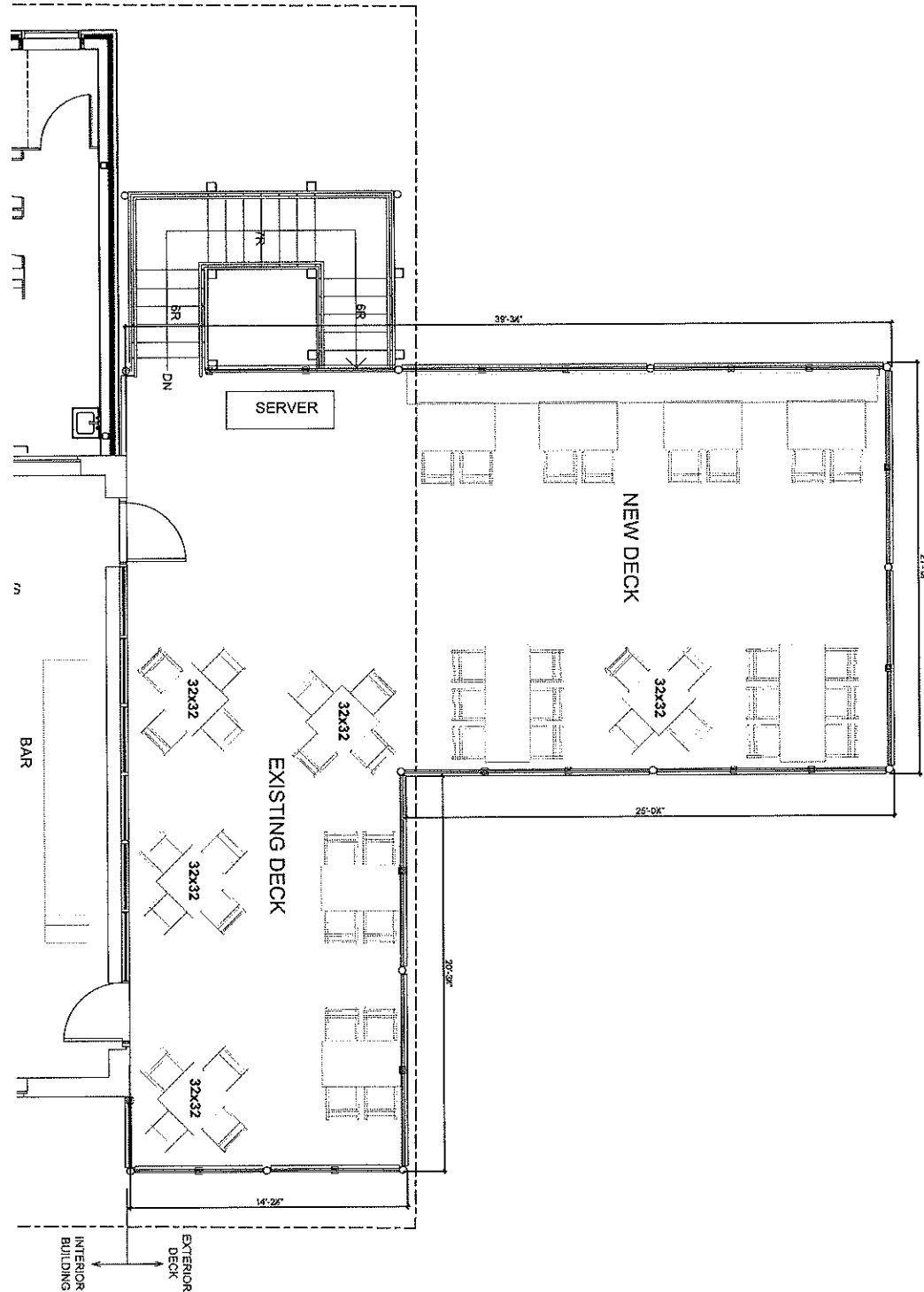
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature Bryan Hare Title President Date 3/18/2025

For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD:	_____	_____
CC _____ CA _____ CK _____	Health:	_____	_____
	PD:	_____	_____
Amount: _____	PR:	_____	_____
Date Paid: _____	Treasury:	_____	_____
CC _____ CA _____ CK _____	Zoning:	_____	_____

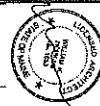
1 FIRST FLOOR DECK PLAN
1/8" = 1'-0"

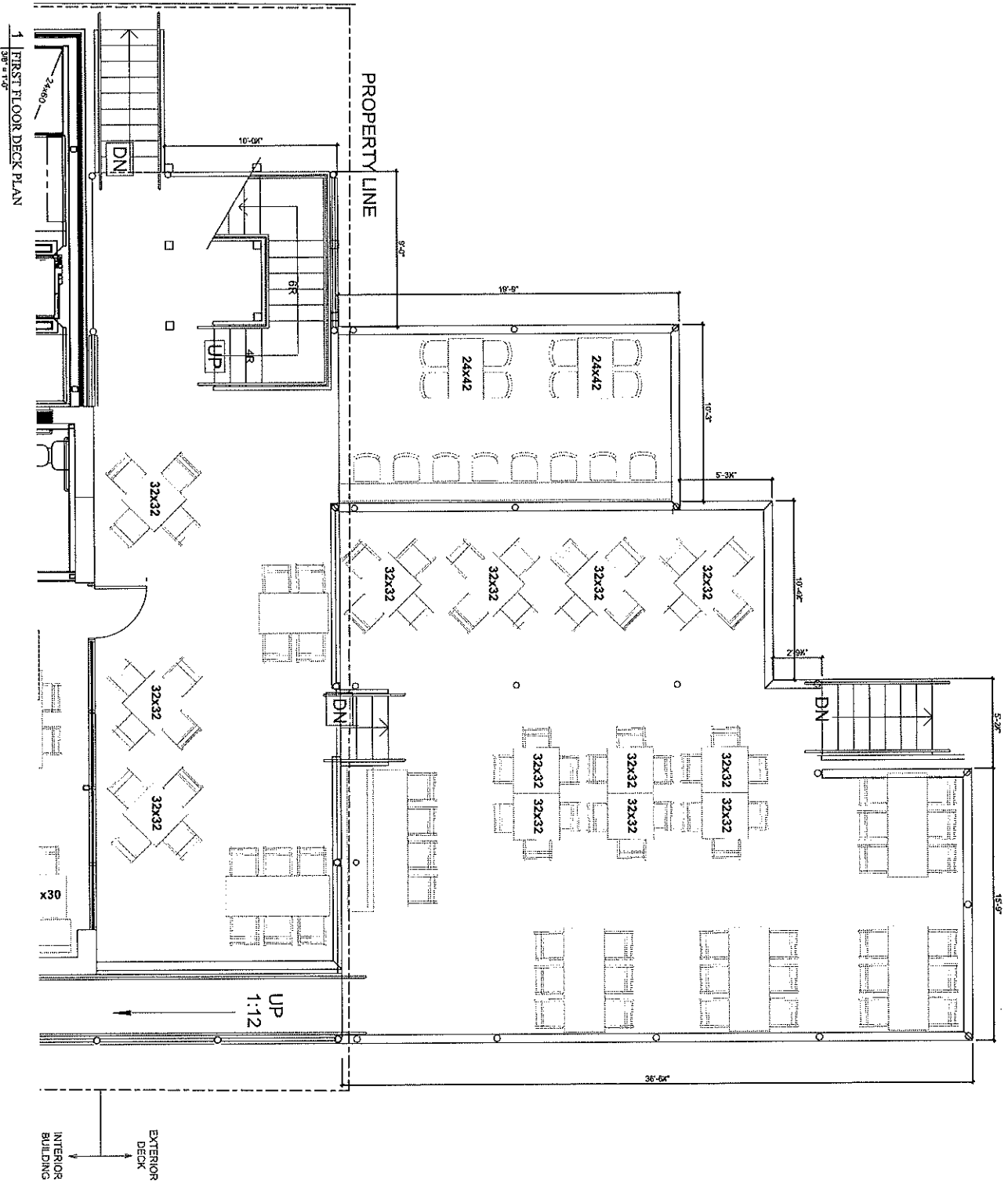


08

Date: 04-29-2025
Scale: As indicated
Revisions:
Project: DRY DOCK
Architect: ARCHETYPE ARCHITECTS
Consultant:
Prepared For: 84 COMMERCIAL STREET
P.O. Box 7486
Portland, ME 04112

ARCHETYPE ARCHITECTS
20 Union Wharf Portland, Maine 04101
(207) 772-6052 ARCHETYPE@ARCHETYPEPA.COM





07

Date: 04-29-2025
Scale: As indicated
Revisions:
FIRST FLOOR DECK LAYOUT

Project: DRY DOCK
Architect: ARCHETYPE ARCHITECTS
Portland, ME

Architect: ARCHETYPE ARCHITECTS
Portland Wharf Portland, Maine 04101
(207) 772-4022 ARCHETYPE@ARCHETYPEPA.COM

Consultant:

Prepared For: 84 COMMERCIAL STREET
P.O. Box 7486
Portland, ME 04112





Zachary Lenhert <zlenhert@portlandmaine.gov>

Dry Dock_Class I FSE_84 Commercial

Zoning <zoning@portlandmaine.gov>

Tue, May 6, 2025 at 10:06 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

Hello,

The legal use of 84 Commercial St is *restaurant*.

Zoning approves.

Thank you,

Will Valentine
Zoning Specialist

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on May 19, 2025 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Lukes Lobster XL LLC, dba Dry Dock. Application for Class I FSE with Private Outdoor Dining at 84 Commercial Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



May 13, 2025

Lukes Lobster XL LLC
84 Commercial Street
Portland, ME 04101

Re: Lukes Lobster XL LLC, dba Dry Dock. Application for Class I FSE with Private Outdoor Dining at 84 Commercial Street

Dear Lukes Lobster XL LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday May 19, 2025 at 5:00 p.m., for the review of application for Class I FSE with Private Outdoor Dining at 84 Commercial Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



Application Copy

File Number: 56929

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2025-03-27

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Lukes Lobster XL LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Dry Dock

CORPORATE NUMBER

202504739

INCORPORATION DATE

2024-08-15

CORRESPONDENCE ADDRESS

84 COMMERCIAL ST Portland ME 04101

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Hari Kalyan

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(917) 653-0633

ALTERNATE PHONE

FAX

EMAIL

hari@warrenkalyan.com

CORPORATE STRUCTURE

None selected

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant

PREMISES NAME

Dry Dock

OPERATOR

PHYSICAL ADDRESS

60 PORTLAND PIER PORTLAND ME 04101

MAILING ADDRESS

60 PORTLAND PIER PORTLAND ME 04101

CONTACT NAME

Hari Kalyan

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(917) 653-0633

ALTERNATE PHONE

FAX

EMAIL

hari@warrenkalyan.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business and "Doing Business As" (DBA) name registered and in good standing with the Maine Secretary of State? If not, please address this with the Secretary of State before proceeding with this application.

Answer "No" if you are a Sole Proprietor.

Yes

202504739DC

2. What is your expected start date?
05/01/2025
3. Has/have applicant(s) formerly held a Maine liquor license?
No
4. Do licensee or applicant(s) have any interest in any other Maine Liquor License?
Yes
LUKES LOBSTER ME LLC - CAR-2016-1093
5. Are all licensees/applicants citizens of the United States?
Yes
6. Are all licensees/applicants residents of the State of Maine?
No
Steven Song
7. Is your license for a club with a membership?
No
8. Is your license application for Vessel Corporation?
No
9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?"
No

- 10 Do you allow dancing or entertainment on the licensed premises?
If so, You need to have a a license from the Maine State Fire Marshal.
See <https://www.maine.gov/dps/fmo/plans-review/applications> for
more information.
- No
- 11 Will any law enforcement officer directly benefit financially from this
license, if issued?
- No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly,
any money, credit, thing of value, endorsement of commercial paper,
guarantee of credit or financial assistance of any sort from any person
or entity within or without the State, if the person or entity is engaged,
directly or indirectly, in the manufacture, distribution, wholesale sale,
storage or transportation of liquor.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance
in the form of money, property, credit, or financial assistance of any
sort, to any person or business entity holding a liquor license granted
by the State of Maine?
- No
- 14 Do you have a manager employed?
- Yes
Matthew Ginn 10/28/1985
- 15 Has any of the listed applicants or an employed manager been denied
a liquor license within the last 5 years?
- No
- 16 Is any of the listed applicants the spouse, father, mother, child or other
immediate family member of a person whose liquor license has been
revoked or denied in the last 6 months?
- No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant(s) own the premises?

No

(document uploaded)

20 At which address are your business records located?

84 INDUSTRIAL PARK ROAD, SACO, ME 04072

21 What will be your business hours? Please indicate each day's open and close times.

11am-12am 7 days per week

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

New England Secondary School Consortium - .7 miles

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	Corporate Supplemental Form.pdf	

Lease/Rental Agreement

NNN_Lease_
(84_Commercial_St_-
_Luke's_Lobster)-
12645129-v2-12648942-
v2_4878-2336-
9193_v.1.docx Steve
Song.pdf

Premises Floor Plan

Dry Dock Floorplans.pdf

Food Menu

Menu.pdf

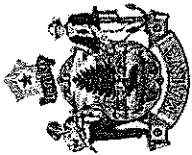
APPLICANT

Hari Kalyan

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: LUKES LOBSTER ME LLC	2. Date of incorporation/registration: 08/14/2024	3. State of incorporation: ME
--	---	---

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Lucas Holden	3/22/1984	lucas@lukeslobster.com	1 Ledge Road South Portland, ME 04106	CEO	24.6%
Jeffrey Holden	8/4/1952	jeff@lukeslobster.com	402 Pulpit Rock Road Cape Elizabeth, ME 04107	Member	13.8%
Benjamin Conniff	3/24/1985	ben@lukeslobster.com	175 Vaughn Street Portland, ME 04102	CIO	9.6%
Bryan Holden	7/21/1986	bryan@lukeslobster.com	3 Decary Road Biddeford, ME 04005	CDO	8.1%
Steve Song	5/29/1979	steve@lukeslobster.com	1 Bank Street #2H New York, NY 10014	CFO	2.9%

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER
GRANTING MUNICIPAL OFFICERS’
APPROVAL OF:

Lukes Lobster XL LLC, dba Dry Dock. Application for Class I FSE with Private Outdoor Dining at 84 Commercial Street

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: THE CITY COUNCIL HELD A FIRST READ ON THE FISCAL YEAR 2026 SCHOOL BUDGET AT THE MAY 5, 2025 CITY COUNCIL MEETING AND ACCEPTED PUBLIC COMMENT. THE SECOND READ AND A PUBLIC HEARING ON THE SCHOOL BUDGET WILL BE HELD DURING THIS MEETING (MAY 19, 2025 AT 5:00 PM).

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

The City Council Finance Committee voted on April 29, 2025 to recommend passage of FY26 School Board Recommended Budget as presented by Superintendent Scallon in the amount of \$162,800,974.00. Passed (3-0).

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. FY26 Portland Public Schools Budget

Prepared by:

Date: 05/05/2025



Portland Public Schools

**Fiscal Year 2026
Board of Education
Recommended Budget**

April 8, 2025

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PORTLAND PUBLIC SCHOOLS

prepared & empowered

April 8, 2025

Mayor Dion and Members of the Portland City Council:

On behalf of the Portland Board of Public Education, I and Superintendent Ryan Scallan are presenting our recommended fiscal year 2026 budget for the Portland Public Schools to you, in accordance with the City Charter.

Our Board was unanimous at its April 8 meeting in approving this \$171.8 million Portland Public Schools budget for the 2025-2026 school year. Investments in this budget will increase academic rigor, foster a joyful and supportive school culture and set us on a path to providing more effective instruction to our students with disabilities. We feel strongly that this budget is a fair and responsible one that balances both the needs of our students and the pressure on Portland taxpayers.

Our recommended fiscal year 2026 (FY26) budget builds off a theme of “Funding our Priorities.” It is directly aligned to the five priorities of the district’s new Strategic Plan: achievement, equity, whole student, people and systems. The budget includes investments to strengthen the music program at the high schools, increase rigor and support at the middle schools, enhance reading support at the elementary schools, and provide additional staffing and programmatic support for special education district-wide.

This FY26 budget was developed after extensive engagement with the community, staff and school leadership, including a series of public hearings. The community’s involvement and support was vital in creating this budget. As with any budget, it entailed some hard decisions and trade-offs. However, the end result is a fair proposal focused on improving student experiences and outcomes – all within a fiscally responsible framework.

This budget would raise the school portion of the property tax rate by 5.33 percent (\$0.42 per \$1,000 of assessed value). For the owner of a median-priced \$500,000 home, the budget would raise property taxes by \$210 per year or \$17.50 per month.

Our recommended budget is \$28,000 higher than the budget that our Superintendent presented to the City’s Finance Committee. The Superintendent’s original budget proposal

on March 4, would have increased the school share of the property tax rate by 5.3 percent. Our recommended budget marginally increases that – it requires a 5.33 percent tax rate increase.

A key reason for that difference is that, at the time the Superintendent's and the Finance Committee's budgets were developed, the district had not yet received notice of the cost of employee medical premiums for FY26. Those budgets estimated that medical premium expenses would climb by 6 percent, but the district recently learned that the actual increase for medical premiums will be 9.6 percent. That's \$350,969 more than we originally budgeted.

In addition, we as a Board voted at our April 8 meeting to approve a new calendar for the 2025-2026 school year that includes the Jewish holiday of Yom Kippur and the Muslim holiday of Eid al-Fitr as school district holidays. That ensures that our students and staff at PPS, Maine's most diverse school district, can observe those major religious holidays with their families without having to miss school. The approximate cost of adding those two paid holidays is \$65,000 per day.

As a Board, we had the option of adding the full costs of the higher medical premiums and the two new holidays to the budget, increasing the budget's impact on local taxpayers. However, we instead opted to approve reductions in budgeted expenses to largely offset the new costs, adding just \$70,000 to the budget's bottom line.

While that boosts the budget's impact on the tax rate from 5.3 percent to 5.33 percent, the \$210 property tax increase for the owner of a \$500,000 median home would remain the same.

The reductions in the budget that we approved April 8 to realize savings were: reducing non-personnel costs to academics; restructuring the student enrollment process; changing to a free staff survey platform and reducing stipends in Human Resources; the elimination of the Multilingual Center's AmeriCorps contract and adjusting two positions from full time to four and three days a week respectively; and maintaining three physical therapists, as in FY25. Originally proposed for FY26 was four physical therapists (an increase of one), but we opted in our Board budget to instead have a small increase in contracted services for physical therapy.

Highlights of our Board recommended FY26 budget include:

Key investments:

- ***Access to Enrichment Subjects:*** Providing additional music teachers at Portland and Deering. That will move each school to two music teachers and also provide access to Casco Bay High School.
- ***Elementary Literacy:*** Adding early literacy education technicians at Title I schools in kindergarten classrooms.
- ***Special Education:*** Investing in staffing at Central Office to support programming in schools, and staffing and programming at the school level.
- ***Multilingual Learners:*** External evaluation of the current programming to ensure the most effective instruction and funding to increase the number of staff with ESOL credentialing.
- ***Early Childhood Capacity:*** Slight increase in staffing to prepare for the responsibility of special education services for three- and four-year-olds and the need to develop aligned district capacity.
- ***Adult Education:*** Consultant capacity to lead evaluation and planning process for the district's largest school, serving more than 2,000 adult learners each year.

Increased expenses:

Employee salaries: Budgeted to increase by just under 5 percent from FY25 to FY26.

Medical benefits: Increasing by 9.6 percent from FY25 to FY26. Before any adjustments in staffing, this would result in a \$2.2 million increase in expenses in FY26.

Debt Service: Increasing in FY26 by \$480,000.

Maine Paid Family Medical Leave program (PFML): The district's share will be \$505,000 in FY26.

Inflation: The overall costs of goods and services in the Northeast went up 3.7 percent in the past year.

Revenues: Unlike the City, which can raise fees for parking and other services to generate revenue, the school district is not able to raise revenue and so is dependent on such revenue sources as state education aid, grants and Title 1 funds. Here are some key revenue sources for FY26:

- ***Flat state funding:*** The state subsidy for the district is relatively flat for FY26, despite the increased needs of district students, including those with special needs and a high number of students experiencing homelessness. This is due to Portland's increasing property values. A community's property valuation is a key factor in the state school funding formula, and communities with a higher valuation are expected to bear a larger local share of their students' education costs. For FY25, the Portland Public Schools received \$26.21 million in state education aid and in FY26, the district's share of state aid is \$26.3 million.

- ***Use of fund balance:*** The Portland Public Schools has built up a fund balance. The budget calls for using a little more than \$3.9 million for one-time expenses to help lower the impact on property taxes while also increasing programming for students.
- ***Title Funding Decreasing:*** Title funds, which are federal funds that assist schools with high student concentrations of poverty in meeting educational goals, are going down \$604,000 or 18 percent.

In summary, for the second year in a row, the recommended FY26 budget is a comprehensive budget of all revenues and expenses, not only local funding. The recommended \$171.8 million budget consists of a local budget of approximately \$162.8 million and \$9 million in additional funds. This budget reflects a 6 percent or \$10.3 million increase compared to the \$161.4 million FY25 budget.

The budget requires an investment of \$127.2 million from local taxpayers. It would raise the school portion of the property tax rate by 5.33 percent (\$0.42 per \$1,000 of assessed value). For the owner of a median-priced \$500,000 home, the budget would raise property taxes by \$210 per year or \$17.50 per month.

As you know, the City of Portland is frequently cited as one of the most desirable places to live in our nation. Good schools are key to a great city, attracting the young families who help vitalize our community. Our budget makes key investments that will benefit our students, support our educators and ensure that we continue to be able to offer the quality education that helps our whole community thrive. We ask you to join us in supporting this budget and sending it to Portland voters for final approval on June 10. Thank you!

Respectfully submitted,

Sarah Lentz, Chair

Portland Board of Public Education

The background of the page features a large, light blue watermark of the Portland Public Schools logo. The logo consists of a circle with several triangular segments radiating from the center, resembling a compass rose or a stylized sun. The segments are of varying lengths and are arranged in a circular pattern.

Vision

All learners will be fully prepared to participate and succeed in a diverse and ever-changing world.

Mission

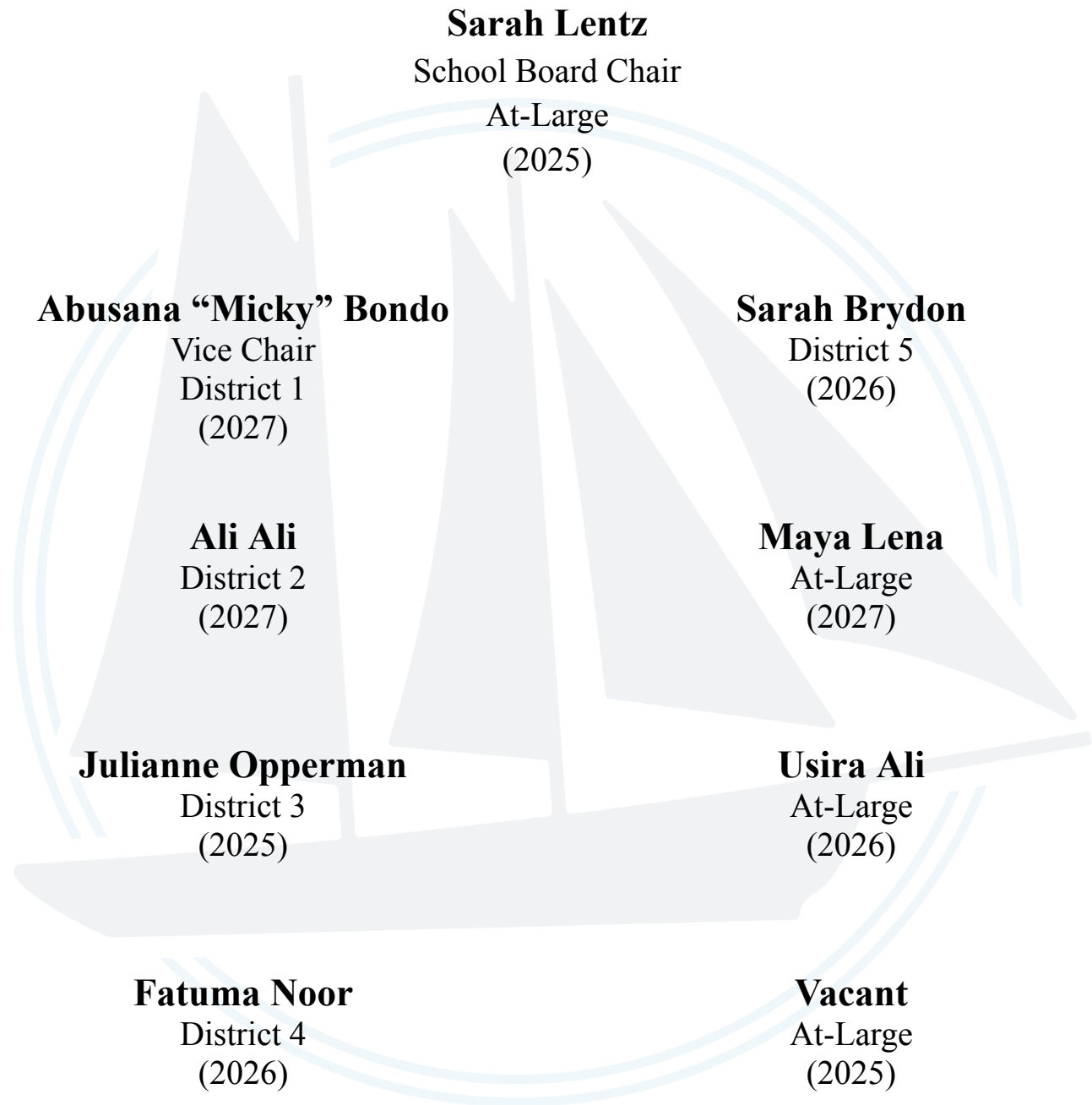
The Portland Public Schools is responsible for ensuring a challenging, relevant, and joyful education that empowers every learner to make a difference in the world. We build relationships among families, educators and the community to promote the healthy development and academic achievement of every learner.



Fiscal Year 2026 Budget Timeline

Date	Time	Activity	Location
Monday, December 9, 2024	6:00 PM	Finance Committee: Preview of Board Meeting Where Finance Team, Updates, and Finances Will Be Reviewed Board Exploration Questions	via Zoom
December 2024 - February 2025		Superintendent Works with District Staff	
Monday, January 27, 2025	7:00 PM	Finance Committee: Vote on CIP	via Zoom
Tuesday, February 4, 2025	6:00 PM	Public Forum on the 2026 School Year Budget	Board Meeting
Monday, February 10, 2025	6:00 PM	Finance Committee Review of Items From November	via Zoom
Tuesday, March 4, 2025	6:00 PM	Superintendent Presents Recommended Budget <i>• Must occur no later than 3.5 months before the end of the fiscal year</i>	School Board Meeting
Monday, March 10, 2025	6:00 PM	School Finance Committee Budget Review	via Zoom
Monday, March 17, 2025	6:00 PM	School Finance Committee Budget Review	via Zoom
Tuesday, March 18, 2025	6:00 PM	School Board Budget Workshop Following Regular Board Meeting	School Board Meeting
Thursday, March 20, 2025	5:00 PM	Joint City & School Finance Committee Meeting and Budget Review Meeting #1 <i>• Per City Charter, two (2) joint meetings must occur during the thirty (30) days following submission of the Superintendent's Proposed Budget to the School Board</i>	Joint Meeting via Zoom
Monday, March 24, 2025	6:00 PM	School Finance Committee Public Hearing and Vote on Budget to School Board For Approval	via Zoom
Thursday, March 27, 2025	5:00 PM	Joint City & School Finance Committee Meeting and Budget Review Meeting #2 <i>• Per City Charter, two (2) joint meetings must occur during the thirty (30) days following submission of the Superintendent's Proposed Budget to the School Board</i>	Joint Meeting via Zoom
Tuesday, April 1, 2025	6:00 PM	1st Reading of Recommended Budget and Public Hearing <i>• Per School Board Policy, at least two (2) public hearings on the school budget</i>	School Board Meeting
Tuesday, April 8, 2025	6:00 PM	2nd Reading of Recommended Budget and Public Hearing and Vote to Recommend Budget to City Council <i>• Per School Board Policy, at least two (2) public hearings on the school budget</i>	School Board Meeting
Tuesday, April 29, 2025	5:00 PM	Tenative: City Finance Committee Review & Refer School Board Budget and Vote to Recommend to City Council	City Finance Committee Meeting via Zoom
Monday, May 5, 2025	5:00 PM	Tenative: City Council 1st Reading of Budget at Public Hearing	City Council Meeting
Monday, May 19, 2025	5:00 PM	City Council 2nd Reading of Budget at Public Hearing and Vote for School Board Budget to Referendum	City Council Meeting
Tuesday, June 10, 2025		Public Referendum on School Budget <i>• Must occur 10 to 30 days following City Council approval</i>	

Portland Board of Public Education

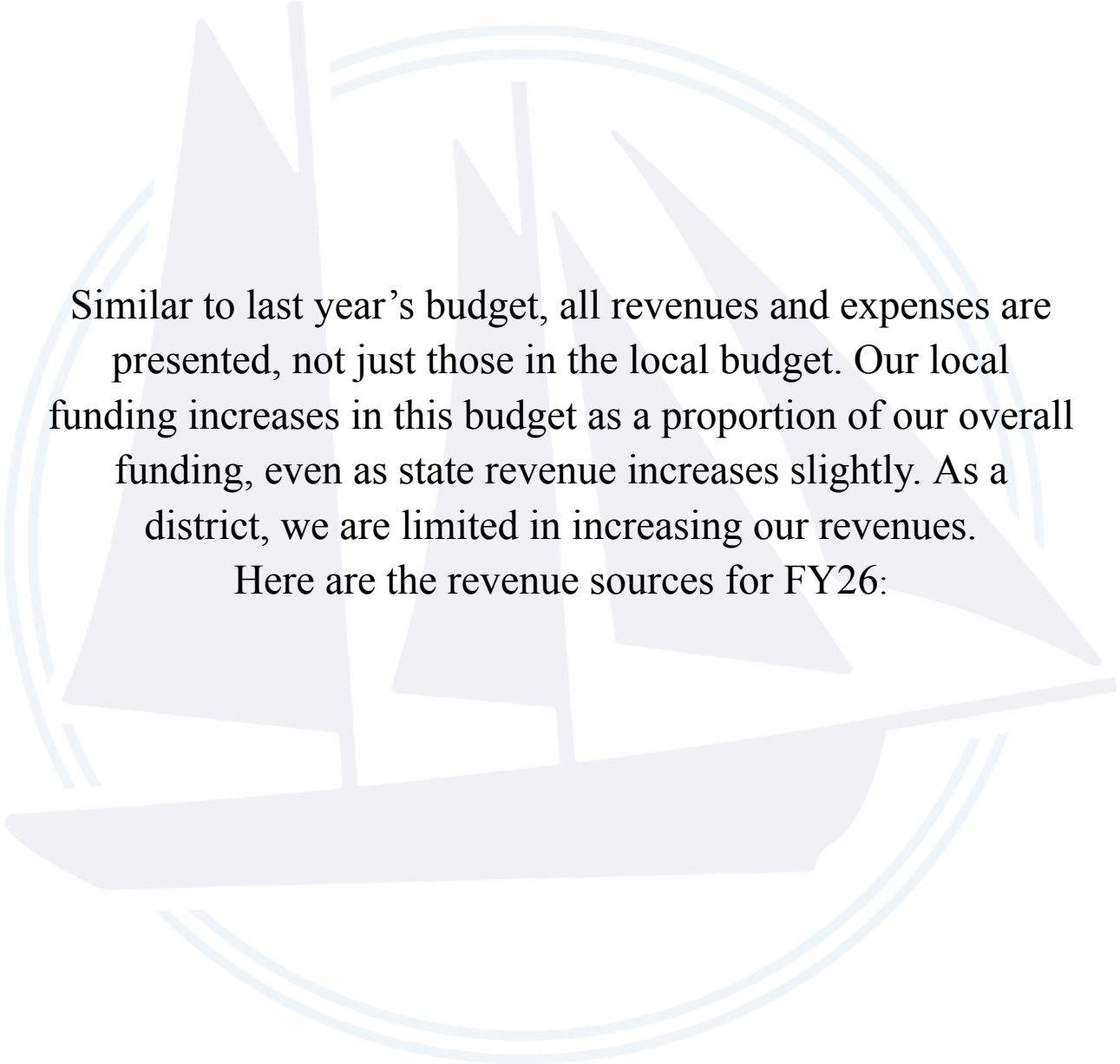


PORTLAND PUBLIC SCHOOLS



Fiscal Year 2026 Revenues

PORTLAND PUBLIC SCHOOLS



Similar to last year's budget, all revenues and expenses are presented, not just those in the local budget. Our local funding increases in this budget as a proportion of our overall funding, even as state revenue increases slightly. As a district, we are limited in increasing our revenues.

Here are the revenue sources for FY26:

Portland Public Schools
FY2026 Summary Revenue Budget
General, Adult Ed, and Food Service Funds - Summary
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
Local Revenue (non-tax)								
General	\$368,000	\$1,325,741	\$478,000	\$478,000	\$478,000	\$478,000	\$0	0.0%
Adult Ed	\$142,811	\$132,677	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
Food Service	\$75,000	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Total Local Revenue	\$585,811	\$1,521,623	\$529,500	\$609,500	\$609,500	\$609,500	\$80,000	15.1%
State Revenue								
EPS	\$19,409,181	\$20,305,250	\$19,935,654	\$20,780,163	\$20,780,163	\$20,780,163	\$844,509	4.2%
Debt Service Reimb	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	-\$253,401	-8.2%
Multilingual Learner Hardship Funds	\$0	\$2,071,314	\$392,087	\$0	\$0	\$0	\$0	0.0%
Other	\$249,947	\$339,022	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
Adult Ed	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$38,961	4.3%
Food Services	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
Total State Revenue	\$23,684,989	\$28,114,433	\$26,066,526	\$26,379,683	\$26,379,683	\$26,379,683	\$705,244	1.2%
Federal Revenue								
General	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
Food Services	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
Total Federal Revenue	\$2,768,706	\$3,282,617	\$3,364,337	\$3,592,141	\$3,592,141	\$3,592,141	\$227,804	6.8%
Total Non-Tax Revenue	\$27,039,506	\$32,918,673	\$29,960,363	\$30,581,324	\$30,581,324	\$30,581,324	\$1,013,048	2.1%
Use of Fund Balance								
General	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
Adult Education	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
Food Services	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	-\$143,218	-14.3%
Total Fund Balance	\$2,180,390	\$766,055	\$4,682,780	\$4,993,671	\$4,993,671	\$4,993,671	\$310,891	6.6%
Property Taxes								
General Education	\$101,977,282	\$108,928,268	\$117,333,679	\$125,007,887	\$124,965,973	\$125,019,522	\$7,685,843	6.6%
Adult Education	\$1,869,211	\$1,921,740	\$2,068,945	\$2,190,006	\$2,190,006	\$2,206,457	\$137,512	6.6%
Food Services	\$4,578	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Total Property Tax	\$103,851,071	\$110,850,008	\$119,402,624	\$127,197,893	\$127,155,979	\$127,225,979	\$7,823,355	6.6%
Total Revenue	\$133,070,967	\$144,534,735	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%

Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - Detail
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
GENERAL FUND								
<i>Local Revenue</i>								
Property Tax Revenue	\$101,977,282	\$108,928,268	\$117,333,679	\$125,007,887	\$124,965,973	\$125,019,522	\$7,685,843	6.6%
Tuition Public K-8	\$140,000	\$211,921	\$235,000	\$235,000	\$235,000	\$235,000	\$0	0.0%
Tuition Public 9-12	\$100,000	\$159,488	\$130,000	\$130,000	\$130,000	\$130,000	\$0	0.0%
Transportation - Other Org	\$90,000	\$63,772	\$50,000	\$50,000	\$50,000	\$50,000	\$0	0.0%
Interest on Investments	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$0	0.0%
Admissions 9-12	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Building Rentals	\$9,500	\$58,060	\$49,500	\$49,500	\$49,500	\$49,500	\$0	0.0%
Donations/Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Local Revenue	\$10,000	\$818,650	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Sped revenue/Other Local Gov	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Refund Prior YR Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Sales and Refunds	\$500	\$0	\$500	\$500	\$500	\$500	\$0	0.0%
Proceeds from Disposal of Property	\$0	\$849	\$0	\$0	\$0	\$0	\$0	0.0%
Proceeds from Disposal of Buses	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total Local	\$102,345,282	\$110,254,009	\$117,811,679	\$125,485,887	\$125,443,973	\$125,497,522	\$7,685,843	6.5%
<i>State Revenue</i>								
State Share EPS (State Subsidy)	\$19,409,181	\$20,305,250	\$19,935,654	\$20,780,163	\$20,780,163	\$20,780,163	\$844,509	4.2%
State Reimbursement Debt Service	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	-\$253,401	-8.2%
State Agency Client	\$196,047	\$213,689	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
MultiLingual Learner Hardship Funds	\$0	\$2,071,314	\$392,087	\$0	\$0	\$0	-\$392,087	-100.0%
MLTI Distinguished Educator	\$0	\$82,333	\$0	\$0	\$0	\$0	\$0	0.0%
National Board - Salary Supplement	\$53,900	\$43,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total State	\$21,767,497	\$25,930,307	\$23,662,264	\$23,861,285	\$23,861,285	\$23,861,285	\$199,021	0.8%
<i>Federal Revenue</i>								
MaineCare Medicaid Reimbursement	\$300,000	\$188,497	\$300,000	\$400,000	\$400,000	\$400,000	\$100,000	33.3%
Seed Withholding	(\$90,270)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Federal Impact Aid	\$50,000	\$93,543	\$45,000	\$45,000	\$45,000	\$45,000	\$0	0.0%
Total Federal	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
TOTAL GENERAL FUND	\$124,372,509	\$136,466,356	\$141,818,943	\$149,792,172	\$149,750,258	\$149,803,807	\$7,984,864	5.6%
USE OF FUND BALANCE	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
TOTAL PRE-K-12 GENERAL FUND REVENUE & FUND BALANCE	\$126,407,899	\$137,023,625	\$145,401,723	\$153,692,172	\$153,650,258	\$153,703,807	\$8,302,084	5.7%
ADULT EDUCATION								
<i>Adult Education Local Revenue</i>								
Local Funds (tax levy)	\$1,869,211	\$1,921,740	\$2,068,945	\$2,190,006	\$2,190,006	\$2,206,457	\$137,512	6.6%
Tuition Individual Enrichment	\$67,811	\$130,706	\$0	\$0	\$0	\$0	\$0	0.0%
Tuition Individual Vocational	\$55,000	\$600	\$0	\$0	\$0	\$0	\$0	0.0%
Tuition Other Academic	\$20,000	\$1,372	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
Adult Education Misc Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Fund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Education Local Revenue	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
<i>Adult Education State Revenue</i>								
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$0	4.3%
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$0	4.3%
USE OF FUND BALANCE	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
TOTAL ADULT EDUCATION REVENUE	\$2,637,938	\$2,896,077	\$3,070,168	\$3,447,079	\$3,447,079	\$3,463,530	\$393,362	12.8%
FOOD SERVICE								
<i>Food Service Local Revenue</i>								
Local Funds (tax levy)	\$4,578	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Daily Sales - Lunch	\$0	-\$57	\$0	\$0	\$0	\$0	\$0	0.0%
Daily Sales Non-Reimbursement	\$56,000	\$51,510	\$37,500	\$37,500	\$37,500	\$37,500	\$0	0.0%
Special Functions	\$10,000	\$1,532	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
Building Rentals	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$0	0.0%

Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - Detail
Board of Education Recommended Budget
April 8, 2025

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
Donations/Contributions	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	0.0%
Misc Sales and Refunds/Nutrition	\$3,000	\$3,220	\$3,000	\$3,000	\$3,000	\$3,000	\$0	0.0%
Food Services Local Revenue	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
<i>Food Services State Revenue</i>								
State Reimbursement	\$1,306,576	\$1,097,799	\$1,090,814	\$1,148,765	\$1,148,765	\$1,148,765	\$57,951	5.3%
Local Produce	\$5,000	\$33,712	\$5,500	\$5,500	\$5,500	\$5,500	\$0	0.0%
Breakfast Reduced State	\$0	\$2,112	\$2,083	\$2,258	\$2,258	\$2,258	\$175	8.4%
Breakfast Paid State	\$0	\$399,580	\$404,642	\$421,691	\$421,691	\$421,691	\$17,049	4.2%
Food Services State Revenue	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
<i>Food Service Federal Revenue</i>								
After School Snack	\$1,095	\$712	\$927	\$962	\$962	\$962	\$35	3.8%
Summer Food Program	\$139,155	\$13,606	\$119,525	\$118,276	\$118,276	\$118,276	-\$1,249	-1.0%
Performance Based Lunch	\$40,064	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Regular	\$211,769	\$291,283	\$298,876	\$320,586	\$320,586	\$320,586	\$21,710	7.3%
Reimbursement Lunch - Reduced	\$28,028	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Free	\$948,432	\$1,271,254	\$1,304,965	\$1,370,452	\$1,370,452	\$1,370,452	\$65,487	5.0%
Reimbursement Breakfast	\$716,425	\$774,496	\$808,285	\$790,258	\$790,258	\$790,258	-\$18,027	-2.2%
Federal Non-Food Assistance	\$0	\$10,448	\$0	\$0	\$0	\$0	\$0	0.0%
Payments in Lieu of Comm	\$227,508	\$234,290	\$227,257	\$282,870	\$282,870	\$282,870	\$55,613	24.5%
Fresh Fruits and Veggies	\$76,500	\$112,000	\$99,500	\$100,800	\$100,800	\$100,800	\$1,300	1.3%
Child/Adult Care Food Program	\$120,000	\$146,713	\$160,002	\$162,937	\$162,937	\$162,937	\$2,935	1.8%
Supply Chain Assistance Funds	\$0	\$145,774	\$0	\$0	\$0	\$0	\$0	0.0%
Food Services Federal Revenue	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
USE OF FUND BALANCE	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	-\$143,218	-14.3%
TOTAL FOOD SERVICES REVENUE	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL REVENUE & OTHER FUNDING SOURCES	\$133,070,967	\$144,534,735	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%

**Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025**

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
GENERAL								
Local Revenue								
General	\$102,345,282	\$110,254,009	\$117,811,679	\$125,485,887	\$125,443,973	\$125,497,522	\$7,685,843	6.5%
Adult Ed	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
Food Service	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Total Local Revenue	\$104,436,882	\$112,371,631	\$119,932,124	\$127,807,393	\$127,765,479	\$127,835,479	\$7,903,355	6.6%
Local Grants								
Barr Grant - High School Redesign	\$166,667	\$48,000	\$0	\$195,000	\$195,000	\$195,000	\$195,000	100.0%
RREV: Outdoor/Experiential Learning	\$125,000	\$259,665	\$50,000	\$0	\$0	\$0	(\$50,000)	-100.0%
Total Local Grants	\$291,667	\$307,665	\$50,000	\$195,000	\$195,000	\$195,000	\$145,000	
Total Local Funds	\$104,728,549	\$112,679,296	\$119,982,124	\$128,002,393	\$127,960,479	\$128,030,479	\$8,048,355	
State Revenue								
State Share EPS (State Subsidy)	\$17,984,999	\$17,039,433	\$16,033,030	\$17,055,500	\$17,055,500	\$17,055,500	\$1,022,470	6.4%
Career & Technical Education Center Allocation	\$3,322,907	\$3,523,947	\$3,716,194	\$3,724,663	\$3,724,663	\$3,724,663	\$8,469	0.2%
Education Service Center Member Allocation	\$181,326	\$181,185	\$186,430	\$0	\$0	\$0	(\$186,430)	-100.0%
Less: MaineCare Seed (Private & Public)	(\$280,764)	(\$439,315)	\$0	\$0	\$0	\$0	\$0	0.0%
MultiLingual Learner Hardship Funds	\$672,501	\$2,071,314	\$392,087	\$0	\$0	\$0	(\$392,087)	-100.0%
MLTI Distinguished Educator	\$0	\$82,333	\$0	\$0	\$0	\$0	\$0	0.0%
State Reimbursement Debt Service	\$2,108,369	\$3,214,721	\$3,108,476	\$2,855,075	\$2,855,075	\$2,855,075	(\$253,401)	-8.2%
State Agency Client	\$196,047	\$213,689	\$226,047	\$226,047	\$226,047	\$226,047	\$0	0.0%
National Board - Salary Supplement	\$53,900	\$43,000	\$0	\$0	\$0	\$0	\$0	0.0%
Total State Programming Revenue	\$24,239,285	\$25,930,307	\$23,662,264	\$23,861,285	\$23,861,285	\$23,861,285	\$199,021	0.8%
State Grants								
Afghan Grant	\$0	\$26,091	\$0	\$0	\$0	\$0	\$0	0.0%
Community School Grant	\$0	\$236,575	\$0	\$0	\$0	\$0	\$0	0.0%
ESSER State Set-Aside	\$0	\$844,960	\$0	\$0	\$0	\$0	\$0	0.0%
Make It Happen	\$0	\$42,300	\$0	\$0	\$0	\$0	\$0	0.0%
MHA - Preventing Homelessness	\$0	\$0	\$0	\$443,141	\$443,141	\$443,141	\$443,141	100.0%
Miscellaneous Local Grants	\$0	\$86,882	\$0	\$0	\$0	\$0	\$0	0.0%
MLEH Grant	\$821,025	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
MLTI Grant	\$0	\$308,018	\$0	\$0	\$0	\$0	\$0	0.0%
NewSchools Venture Fund	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins State	\$187,112	\$81,442	\$98,163	\$0	\$0	\$0	(\$98,163)	-100.0%
Reiche Summer Program	\$0	\$19,400	\$0	\$0	\$0	\$0	\$0	0.0%
Sewall Foundation	\$0	\$42,300	\$0	\$0	\$0	\$0	\$0	0.0%
Total State and Local Grants	\$1,008,137	\$1,797,968	\$98,163	\$443,141	\$443,141	\$443,141	\$344,978	351.4%
Federal Revenue								
MaineCare Medicaid Reimbursement	\$300,000	\$188,497	\$300,000	\$400,000	\$400,000	\$400,000	\$100,000	33.3%
Seed Withholding	(\$90,270)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Federal Impact Aid	\$50,000	\$93,543	\$45,000	\$45,000	\$45,000	\$45,000	\$0	0.0%
Total Federal	\$259,730	\$282,040	\$345,000	\$445,000	\$445,000	\$445,000	\$100,000	29.0%
Title Funds								
ESEA Title IA	\$2,374,062	\$1,951,440	\$2,566,236	\$1,946,104	\$1,946,104	\$1,946,104	(\$620,132)	-24.2%
ESEA Title IIA	\$448,852	\$471,112	\$638,700	\$341,159	\$341,159	\$341,159	(\$297,541)	-46.6%
ESEA Title III	\$278,905	\$239,044	\$172,332	\$272,587	\$272,587	\$272,587	\$100,255	58.2%
ESEA Title IVA	\$217,951	\$218,507	\$17,321	\$230,209	\$230,209	\$230,209	\$212,888	1229.1%
Total Title Funds	\$3,319,770	\$2,880,104	\$3,394,589	\$2,790,059	\$2,790,059	\$2,790,059	(\$604,530)	-17.8%
Federal Grant Funds								
IDEA	\$2,033,781	\$2,205,660	\$2,213,694	\$2,223,754	\$2,223,754	\$2,223,754	\$10,060	0.5%
ARP Homeless Children & Youth I	\$8,474	\$18,844	\$0	\$0	\$0	\$0	\$0	0.0%
ARP Homeless Children & Youth II	\$43,186	\$114,174	\$0	\$0	\$0	\$0	\$0	0.0%
CARES Computer Science Mobile Lab	\$235,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
ESSERF 2	\$0	\$1,770,995	\$0	\$0	\$0	\$0	\$0	0.0%
ESSERF 3	\$4,948,448	\$10,654,100	\$433,000	\$0	\$0	\$0	(\$433,000)	-100.0%
McKinney-Vento Homelessness Assistance	\$31,111	\$37,965	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Career/Technical Ed Fed Funds	\$376,000	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Career/Technical Ed Reserve and Leadership	\$41,682	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Perkins Federal	\$240,521	\$233,363	\$299,698	\$212,686	\$212,686	\$212,686	(\$87,012)	-29.0%
Refugee Resettlement	\$0	\$136,254	\$0	\$0	\$0	\$0	\$0	0.0%
Total Federal Grant Funds	\$7,958,203	\$15,171,356	\$2,946,392	\$2,436,440	\$2,436,440	\$2,436,440	(\$509,952)	-17.3%
Total Federal Funds	\$11,537,703	\$18,051,460	\$6,340,981	\$5,226,499	\$5,226,499	\$5,226,499	(\$1,114,482)	-17.6%

**Portland Public Schools
FY2026 Detailed Revenue Budget
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025**

	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
Child Development Services								
CDS PreK Special Ed Reimbursement	\$872,166	\$1,081,229	\$881,337	\$1,265,000	\$1,265,000	\$1,265,000	\$383,663	43.5%
USE OF FUND BALANCE	\$2,035,390	\$557,270	\$3,582,780	\$3,900,000	\$3,900,000	\$3,900,000	\$317,220	8.9%
TOTAL PRE-K-12 PROGRAMMING AND FUND BALANCE	\$142,329,630	\$158,261,947	\$152,772,200	\$160,821,812	\$160,779,898	\$160,833,447	\$8,061,243	5.3%
ADULT EDUCATION								
Adult Education Local Revenue	\$2,012,022	\$2,054,417	\$2,068,945	\$2,270,006	\$2,270,006	\$2,286,457	\$217,512	10.5%
Adult Education State Revenue								
Adult Education State Subsidy	\$605,916	\$650,923	\$901,223	\$940,184	\$940,184	\$940,184	\$38,961	4.3%
Adult Education Local Grants:								
AEFLA	\$0	\$243,310	\$0	\$170,000	\$170,000	\$170,000	\$170,000	100.0%
ARP SLFR Workforce Development	\$0	\$633,211	\$0	\$0	\$0	\$0	\$0	0.0%
Clean Energy Partnership	\$0	\$0	\$0	\$208,000	\$208,000	\$208,000	\$208,000	100.0%
Commercial Contracts/Other	\$0	\$39,301	\$0	\$100,000	\$100,000	\$100,000	\$100,000	100.0%
Cumberland County ARPA	\$31,004	\$25,364	\$0	\$0	\$0	\$0	\$0	0.0%
DTRR - Diverse Talent Recruitment and Retainment	\$0	\$0	\$0	\$83,000	\$83,000	\$83,000	\$83,000	100.0%
FPAE	\$0	\$175,834	\$0	\$250,000	\$250,000.00	\$250,000	\$250,000	100.0%
FTW - Foreign Trained Workers	\$0	\$28,327	\$0	\$75,000	\$75,000	\$75,000	\$75,000	100.0%
Learn to Earn / Preble Street	\$32,000	\$2,107	\$0	\$0	\$0	\$0	\$0	0.0%
Maine Apprenticeship Prog ARPA	\$0	\$84,496	\$0	\$0	\$0	\$0	\$0	0.0%
Maine College and Career Access	\$0	\$56,878	\$0	\$75,000	\$75,000	\$75,000	\$75,000	100.0%
Maine Connectivity Authority	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	100.0%
MDOE New Mainers Resource Center Expansion Grant	\$0	\$34,765	\$0	\$312,000	\$312,000	\$312,000	\$312,000	100.0%
MJRP CCSC - Maine Jobs and Recovery Plan	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$100,000	100.0%
Other (WF Agencies billing + Enrichment revenue)	\$0	\$25,409	\$0	\$60,000	\$60,000	\$60,000	\$60,000	100.0%
PAE Special Project	\$0	\$66,543	\$0	\$0	\$0	\$0	\$0	0.0%
Portland Housing Authority	\$0	\$10,618	\$0	\$24,500	\$24,500	\$24,500	\$24,500	100.0%
Tax Increment Financing (TIF)	\$0	\$151,101	\$0	\$200,000	\$200,000	\$200,000	\$200,000	100.0%
United Ways Thrive	\$0	\$0	\$0	\$27,585	\$27,585	\$27,585	\$27,585	100.0%
Total Adult Education Local Grants	\$63,004	\$1,577,264	\$0	\$1,835,085	\$1,835,085	\$1,835,085	\$1,835,085	100.0%
USE OF FUND BALANCE	\$20,000	\$190,736	\$100,000	\$236,889	\$236,889	\$236,889	\$136,889	136.9%
TOTAL ADULT EDUCATION REVENUE	\$2,700,942	\$4,473,341	\$3,070,168	\$5,282,164	\$5,282,164	\$5,298,615	\$2,228,447	72.6%
FOOD SERVICE								
Food Services Local Revenue	\$79,578	\$63,205	\$51,500	\$51,500	\$51,500	\$51,500	\$0	0.0%
Food Services State Revenue								
State Reimbursement	\$1,306,576	\$1,097,799	\$1,090,814	\$1,148,765	\$1,148,765	\$1,148,765	\$57,951	5.3%
Local Produce	\$5,000	\$33,712	\$5,500	\$5,500	\$5,500	\$5,500	\$0	0.0%
Breakfast Reduced State	\$0	\$2,112	\$2,083	\$2,258	\$2,258	\$2,258	\$175	8.4%
Breakfast Paid State	\$0	\$399,580	\$404,642	\$421,691	\$421,691	\$421,691	\$17,049	4.2%
Food Services State Revenue	\$1,311,576	\$1,533,203	\$1,503,039	\$1,578,214	\$1,578,214	\$1,578,214	\$75,175	5.0%
Food Service Federal Revenue								
After School Snack	\$1,095	\$712	\$927	\$962	\$962	\$962	\$35	3.8%
Summer Food Program	\$139,155	\$13,606	\$119,525	\$118,276	\$118,276	\$118,276	(\$1,249)	-1.0%
Performance Based Lunch	\$40,064	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Regular	\$211,769	\$291,283	\$298,876	\$320,586	\$320,586	\$320,586	\$21,710	7.3%
Reimbursement Lunch - Reduced	\$28,028	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Reimbursement Lunch - Free	\$948,432	\$1,271,254	\$1,304,965	\$1,370,452	\$1,370,452	\$1,370,452	\$65,487	5.0%
Reimbursement Breakfast	\$716,425	\$774,496	\$808,285	\$790,258	\$790,258	\$790,258	(\$18,027)	-2.2%
Federal Non-Food Assistance	\$0	\$10,448	\$0	\$0	\$0	\$0	\$0	0.0%
Payments in Lieu of Comm	\$227,508	\$234,290	\$227,257	\$282,870	\$282,870	\$282,870	\$55,613	24.5%
Fresh Fruits and Veggies	\$76,500	\$112,000	\$99,500	\$100,800	\$100,800	\$100,800	\$1,300	1.3%
Child/Adult Care Food Program	\$120,000	\$146,713	\$160,002	\$162,937	\$162,937	\$162,937	\$2,935	1.8%
Supply Chain Assistance Funds	\$0	\$145,774	\$0	\$0	\$0	\$0	\$0	0.0%
Food Services Federal Revenue	\$2,508,976	\$3,000,577	\$3,019,337	\$3,147,141	\$3,147,141	\$3,147,141	\$127,804	4.2%
USE OF FUND BALANCE	\$125,000	\$18,048	\$1,000,000	\$856,782	\$856,782	\$856,782	(\$143,218)	-14.3%
TOTAL FOOD SERVICES REVENUE	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL REVENUE & OTHER FUNDING SOURCES	\$149,055,702	\$167,350,320	\$161,416,244	\$171,737,613	\$171,695,699	\$171,765,699	\$10,349,455	6.4%

Portland Public Schools
Five-Year Projection - Fund Balance Details
Board of Education Recommended Budget
April 8, 2025

		FY26	FY27	FY28	FY29	FY30
STARTING BALANCE		\$11,398,122	\$7,498,122	\$6,898,122	\$6,898,122	\$6,898,122
Pension Bond Obligation		\$2,675,747				
Priority #1: Equity	Adult Ed Consultant	\$150,000				
Priority #2: Achievement	Math Design	\$45,000	Math Professional Development	\$100,000		
	Multilingual	\$125,000	Math Curriculum	\$300,000		
Priority #3: Whole Student	Early Childhood Consultant	\$70,000	Community School Pilot	\$200,000		
Priority #4: People	Leadership Training	\$40,000				
Priority #5: Systems	MainePERS Reconciling	\$500,000				
Other	Food Service Equipment	\$90,000				
	Chef	\$120,000				
	Repair and Maintenance	\$84,253				
Operational Costs						
TOTAL FUND USE		<u>\$3,900,000</u>	<u>\$600,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**Portland Public Schools
FY2026 Tax Rate Computation
Board of Education Recommended Budget
April 8, 2025**

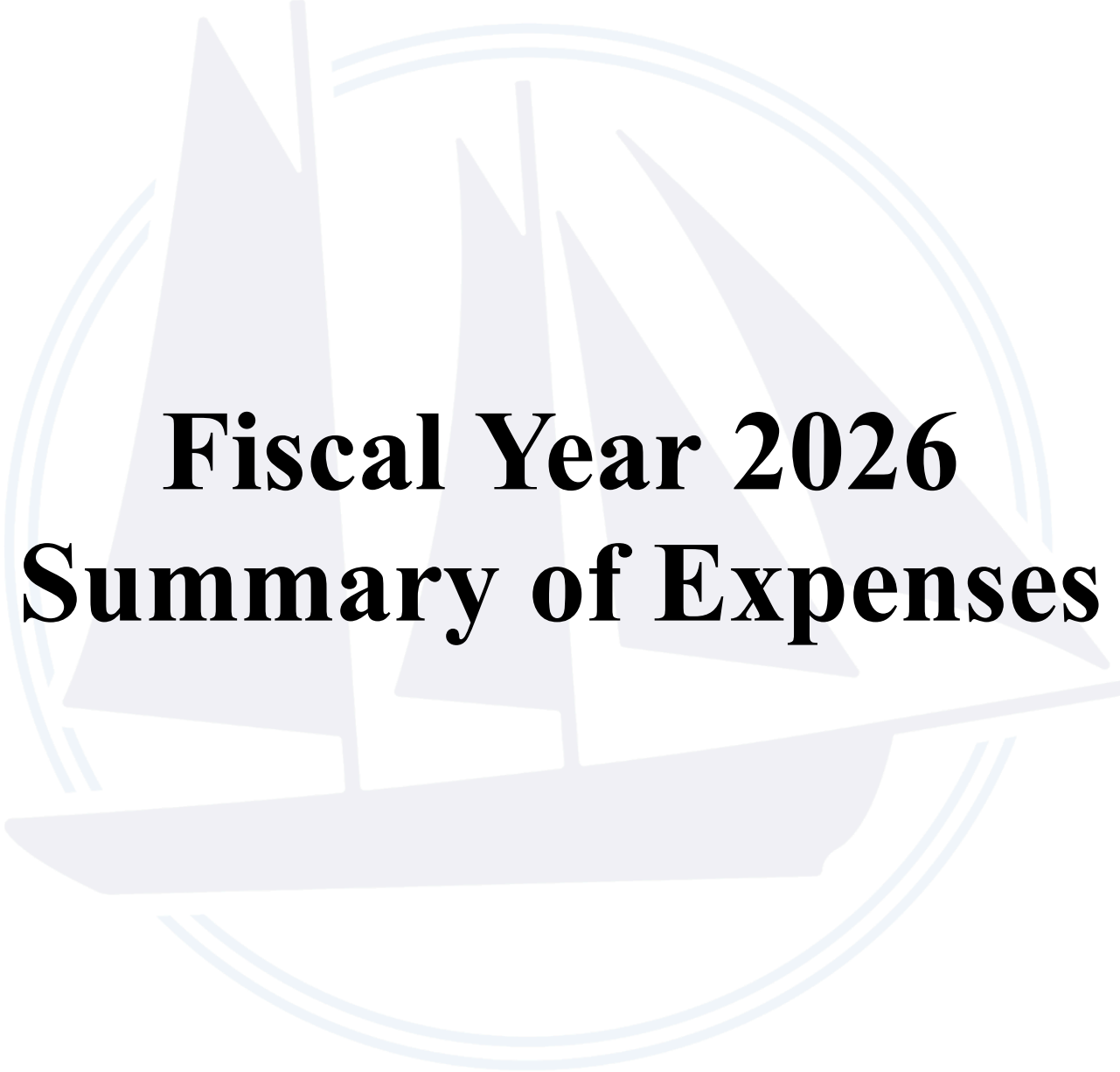
	FY2021	FY2022*	FY2023	FY2024	FY2025	<u>8-Apr-25</u> FY2026
Tax Levy	\$94,338,744	\$99,083,251	\$103,851,071	\$110,850,008	\$119,402,624	\$127,225,979
\$ Increase	\$993,606	\$4,744,507	\$4,767,820	\$6,998,937	\$8,552,616	\$7,823,355
% Increase	1.06%	5.03%	4.81%	6.74%	7.72%	6.55%
 Valuation	 \$8,070,000,000	 \$8,155,000,000	 \$14,729,000,000	 \$14,879,000,000	 \$15,145,000,000	 \$15,320,000,000
\$ Increase	\$85,000,000	\$85,000,000	\$93,364,697	\$150,000,000	\$145,480,100	\$175,000,000
% Increase	1.06%	1.05%	1.14%	1.02%	0.98%	1.16%
 Tax Rate (per \$1000)	 \$11.69	 \$12.15	 \$7.05	 \$7.45	 \$7.88	 \$8.30
\$ Increase	\$0.00	\$0.46	\$0.28	\$0.40	\$0.43	\$0.42
% Increase	0.00%	3.90%	4.10%	5.68%	6.60%	5.33%

*FY 22 Had a property re-evaluation. This also impacted Tax Rate Increases in FY 23.
They have been adjusted to account for the change in evaluation and the rate adjustment as a result.

Portland Public Schools
FY2026 Five-Year Projection
General, Adult Ed, and Food Service Funds - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY26 Board Recommended Apr 8	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
GENERAL						
Local Funds						
Property Tax Levy	\$125,019,522	\$128,770,108	\$132,633,211	\$136,612,207	\$140,710,573	\$144,931,891
Total Local Programming Revenue	\$478,000	\$492,340	\$507,110	\$522,324	\$537,993	\$554,133
Total Local Grants	\$195,000	\$200,850	\$206,876	\$213,082	\$219,474	\$226,058
TOTAL LOCAL FUNDS	\$125,692,522	\$129,463,298	\$133,347,197	\$137,347,612	\$141,468,041	\$145,712,082
State Revenue						
State Share EPS (State Subsidy)	\$17,055,500	\$17,567,165	\$18,094,180	\$18,637,006	\$19,196,116	\$19,771,999
Career & Technical Education Center Allocation	\$3,724,663	\$3,944,418	\$4,177,139	\$4,423,590	\$4,684,582	\$4,960,972
State Reimbursement Debt Service	\$2,855,075	\$2,769,423	\$2,686,340	\$2,605,750	\$2,527,577	\$2,451,750
State Agency Client	\$226,047	\$226,047	\$226,047	\$226,047	\$226,047	\$226,047
Total State Programming Revenue	\$23,861,285	\$24,507,053	\$25,183,706	\$25,892,392	\$26,634,322	\$27,410,768
State Grants						
MHA - Preventing Homelessness	\$443,141					
Total State Grants	\$443,141	\$0	\$0	\$0	\$0	\$0
Federal Revenue						
MaineCare Medicaid Reimbursement	\$400,000	\$440,000	\$484,000	\$532,400	\$585,640	\$644,204
Seed Withholding	\$0	\$0	\$0	\$0	\$0	\$0
Federal Impact Aid	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Total Federal	\$445,000	\$485,000	\$529,000	\$577,400	\$630,640	\$689,204
Total Title Funds	\$2,790,059	\$2,762,158	\$2,734,537	\$2,707,191	\$2,680,120	\$2,653,318
Federal Grant Funds						
IDEA	\$2,223,754	\$2,268,229	\$2,313,594	\$2,359,866	\$2,407,063	\$2,455,204
Perkins Federal	\$212,686	\$212,686	\$212,686	\$212,686	\$212,686	\$212,686
Total Federal Grant Funds	\$2,436,440	\$2,480,915	\$2,526,280	\$2,572,552	\$2,619,749	\$2,667,890
Total Federal Funds	\$5,671,499	\$5,728,073	\$5,789,816	\$5,857,143	\$5,930,508	\$6,010,412
Child Development Services						
CDS PreK Special Ed Reimbursement	\$1,265,000	\$1,302,950	\$1,342,039	\$1,382,300	\$1,423,769	
USE OF FUND BALANCE	\$3,900,000	\$0	\$0	\$0	\$0	\$0
TOTAL PRE-K-12 PROGRAMMING AND FUND	\$160,833,447	\$161,001,374	\$165,662,757	\$170,479,447	\$175,456,640	\$179,133,263
TOTAL ADULT EDUCATION REVENUE	\$5,298,615	\$5,108,735	\$5,158,095	\$5,209,923	\$5,264,342	\$5,321,482
TOTAL FOOD SERVICES REVENUE	\$5,633,637	\$4,920,161	\$5,067,765	\$5,219,798	\$5,376,392	\$5,537,684
TOTAL REVENUE & OTHER FUNDING SOURCES	\$ 171,765,699	\$ 171,030,270	\$ 175,888,618	\$ 180,909,168	\$ 186,097,373	\$ 189,992,428

PORTLAND PUBLIC SCHOOLS



Fiscal Year 2026 Summary of Expenses

PORTLAND PUBLIC SCHOOLS

The FY26 budget includes targeted new investments in music at the high schools, rigor and support at the middle schools, reading support at our elementary schools, and special education District-wide. There also are increases in year-to-year expenses that include employees' salaries and benefits and debt service. Expenses also include inflation-driven higher costs for goods and services and our mandated contributions to Maine's new Paid Family Medical Leave program:

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries							
Professional Salary	\$56,817,735	\$60,029,799	\$63,366,267	\$62,695,079	\$62,233,669	\$2,203,870	3.7%
Instructional Aide/Asst	\$8,199,027	\$8,373,100	\$9,425,170	\$9,406,203	\$9,464,895	\$1,091,795	13.0%
Administration/Regular Support	\$22,736,108	\$22,252,423	\$24,784,193	\$24,877,110	\$25,180,129	\$2,927,706	13.2%
Total Regular Salaries	\$87,752,870	\$90,655,323	\$97,575,630	\$96,978,392	\$96,878,693	\$6,223,370	6.9%
Temporary Salaries							
Temporary Salary	\$1,784,789	\$1,330,961	\$891,724	\$1,502,915	\$1,510,238	\$179,277	13.5%
Tutor	\$10,244	\$65,618	\$65,894	\$65,894	\$65,894	\$276	0.4%
Substitute	\$2,643,072	\$964,845	\$2,388,181	\$2,388,182	\$2,388,182	\$1,423,337	147.5%
Teacher Additional Pay	\$163,008	\$116,502	\$123,504	\$123,504	\$123,504	\$7,002	6.0%
Regular Support Overtime	\$110,223	\$86,893	\$42,197	\$42,197	\$42,197	-\$44,696	-51.4%
Stipend/Differential	\$926,040	\$1,608,976	\$1,475,556	\$1,478,221	\$1,546,293	-\$62,683	-3.9%
Stipend/Other	\$301,150	\$0	\$186,454	\$186,454	\$162,954	\$162,954	100.0%
Retirement Sick Payout	\$99,277	\$550,000	\$500,000	\$500,000	\$500,000	-\$50,000	-9.1%
Total Temporary Salaries	\$6,037,803	\$4,723,795	\$5,673,510	\$6,287,367	\$6,339,262	\$1,615,467	34.2%
Total Salaries	\$93,790,673	\$95,379,117	\$103,249,140	\$103,265,759	\$103,217,955	\$7,838,838	8.2%
Benefits							
Health Insurance	\$18,925,937	\$21,099,532	\$22,738,044	\$22,728,214	\$23,039,858	\$1,940,326	9.2%
Medicare	\$1,334,673	\$1,381,737	\$1,475,522	\$1,475,761	\$1,475,400	\$93,663	6.8%
Retirement	\$5,934,102	\$5,402,355	\$5,374,406	\$5,377,205	\$5,379,387	-\$22,968	-0.4%
Tuition Reimbursement	\$225,281	\$430,302	\$196,759	\$195,647	\$195,647	-\$234,655	-54.5%
Workers Compensation	\$552,485	\$512,861	\$511,572	\$511,572	\$511,572	-\$1,289	-0.3%
All Other	\$392,382	\$1,594,375	\$798,495	\$798,225	\$796,671	-\$797,704	-50.0%
Unemployment	\$72,362	\$0	\$0	\$0	\$0	\$0	
PFML	\$0	\$136,607	\$506,175	\$506,257	\$506,140	\$369,533	270.5%
Total Benefits	\$27,437,222	\$30,557,769	\$31,600,973	\$31,592,881	\$31,904,675	\$1,346,906	4.4%
TOTAL SALARIES & BENEFITS	\$121,227,895	\$125,936,887	\$134,850,114	\$134,858,640	\$135,122,630	\$9,185,743	7.3%
CONTRACTED SERVICES							
PreK - 12th							
Contractual Pre-K	\$0	\$175,000	\$0	\$0	\$0	-\$175,000	-100.0%
Employee Train & Development Services	\$408,843	\$415,106	\$218,107	\$215,107	\$200,107	-\$214,999	-51.8%
EBooks & Online Subscriptions	\$66,822	\$33,620	\$57,121	\$57,121	\$57,121	\$23,501	69.9%
Software/Annual Subscription	\$829,424	\$553,985	\$1,255,050	\$1,242,810	\$1,238,885	\$684,900	123.6%
Tuition to Post-Secondary	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Staff Travel	\$195,546	\$117,481	\$169,126	\$169,126	\$169,126	\$51,645	44.0%
Security	\$41,254	\$0	\$10,000	\$10,000	\$10,000	\$10,000	100.0%
Total PreK-12th Contracted Services	\$1,541,889	\$1,295,193	\$1,709,404	\$1,694,164	\$1,675,239	\$380,046	29.3%
Special Education							
Special Education Contracted Services	\$2,347,768	\$640,440	\$400,000	\$400,000	\$425,000	-\$215,440	-33.6%
Tuition To In-State SAU	\$101,757	\$3,950	\$3,950	\$3,950	\$3,950	\$0	0.0%
Tuition to Private Source	\$2,995,722	\$3,310,000	\$3,600,000	\$3,600,000	\$3,600,000	\$290,000	8.8%
Total SPED Contracted Services	\$5,445,247	\$3,954,390	\$4,003,950	\$4,003,950	\$4,028,950	\$74,560	1.9%
Adult Education							
Adult Ed Contracted Services	\$8,036	\$3,000	\$4,947	\$4,947	\$4,947	\$1,947	64.9%
Adult Education Advertising	\$20,792	\$25,000	\$18,150	\$18,150	\$18,150	-\$6,850	-27.4%
Adult Ed Travel	\$0	\$0	\$4,667	\$4,667	\$4,667	\$4,667	100.0%
Total Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/-(-) v FY25	% +/- v FY25
Ops and Comms							
Purchased Prof & Technical Services	\$4,035,612	\$2,184,657	\$2,890,403	\$2,870,803	\$2,695,803	\$511,146	23.4%
Other Professional Services	\$222,000	\$11,000	\$11,000	\$11,000	\$11,000	\$0	0.0%
Computer Lease	\$46,000	\$126,824	\$0	\$0	\$0	-\$126,824	-100.0%
Other Purchased Services	\$640	\$1,600	\$1,600	\$1,600	\$1,600	\$0	0.0%
Tech Related Repairs and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Software Maintenance	\$134,401	\$265,000	\$265,000	\$265,000	\$265,000	\$0	0.0%
Postage	\$46,684	\$37,200	\$41,884	\$41,884	\$41,884	\$4,684	12.6%
Phone	\$166,961	\$228,431	\$226,638	\$226,638	\$226,638	-\$1,793	-0.8%
Internet Connectivity	\$51,045	\$11,723	\$8,543	\$8,543	\$8,543	-\$3,180	-27.1%
Advertising	\$3,886	\$26,000	\$26,500	\$26,500	\$26,500	\$500	1.9%
Printing/Binding	\$52,392	\$23,030	\$42,541	\$40,041	\$40,041	\$17,011	73.9%
Photocopying	\$132,121	\$162,336	\$160,814	\$160,814	\$160,814	-\$1,522	-0.9%
Total Ops & Comm Contracted Services	\$4,891,741	\$3,077,801	\$3,674,923	\$3,652,823	\$3,477,823	\$400,022	13.0%
Insurance & Legal							
Insurance - General Liability	\$685,580	\$839,334	\$846,644	\$846,644	\$846,644	\$7,310	0.9%
Legal Services	\$482,123	\$303,900	\$328,900	\$328,900	\$328,900	\$25,000	8.2%
Total Ins & Legal Contracted Services	\$1,167,703	\$1,143,234	\$1,175,544	\$1,175,544	\$1,175,544	\$32,310	2.8%
Facilities							
Alarms	\$4,675	\$4,636	\$5,000	\$5,000	\$5,000	\$364	7.9%
Architect/Engineering - NSA	\$10,559	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Water	\$55,322	\$52,364	\$53,652	\$53,652	\$53,652	\$1,288	2.5%
Sewer	\$131,836	\$166,000	\$122,242	\$122,242	\$122,242	-\$43,758	-26.4%
Waste Disposal Services	\$142,061	\$135,000	\$150,333	\$150,333	\$150,333	\$15,333	11.4%
Recycling Services	\$122,971	\$132,000	\$140,500	\$140,500	\$140,500	\$8,500	6.4%
Hazard Waste Disposal	\$7,519	\$8,000	\$4,000	\$4,000	\$4,000	-\$4,000	-50.0%
Repair and Maintenance Services	\$1,398,266	\$1,018,300	\$1,160,830	\$1,160,830	\$1,160,830	\$142,530	14.0%
HVAC Maintenance	\$728,836	\$765,159	\$865,000	\$865,000	\$865,000	\$99,841	13.0%
Mowing/Plowing/Field Maintenance	\$530,116	\$700,000	\$620,000	\$620,000	\$620,000	-\$80,000	-11.4%
Pest Management Services	\$22,876	\$22,967	\$22,967	\$22,967	\$22,967	\$0	0.0%
Fire Extinguisher Maintenance Services	\$1,414	\$10,000	\$10,000	\$10,000	\$10,000	\$0	0.0%
Asbestos/Mold Services	\$6,926	\$41,040	\$40,000	\$40,000	\$40,000	-\$1,040	-2.5%
Vehicle & Equipment Repair	\$44,296	\$32,000	\$32,000	\$32,000	\$32,000	\$0	0.0%
Rentals	\$616,707	\$442,204	\$525,701	\$525,701	\$525,701	\$83,497	18.9%
Total Facilities Contracted Services	\$3,824,381	\$3,539,669	\$3,762,225	\$3,762,225	\$3,762,225	\$222,556	6.3%
Transportation							
Student Transportation Services	\$28,762	\$0	\$2,000	\$2,000	\$2,000	\$2,000	100.0%
Student Transportation Purchase/Private (Sped OOD and Homeles	\$1,159,886	\$603,591	\$865,000	\$865,000	\$865,000	\$261,409	43.3%
Total Transport Contracted Services	\$1,188,648	\$603,591	\$867,000	\$867,000	\$867,000	\$263,409	43.6%
TOTAL CONTRACTED SERVICES	\$18,088,437	\$13,641,878	\$15,220,810	\$15,183,470	\$15,014,545	\$1,372,667	10.1%
SUPPLIES							
Academic							
General Supplies	\$1,073,841	\$1,861,069	\$674,167	\$673,567	\$661,867	-\$1,199,202	-64.4%
Instructional Supplies	\$583,340	\$597,600	\$479,179	\$479,178	\$479,178	-\$118,422	-19.8%
Books Periodicals	\$1,269,063	\$88,645	\$666,082	\$662,582	\$649,352	\$560,707	632.5%
Tech Related Supplies	\$1,488,806	\$115,490	\$174,457	\$165,457	\$165,457	\$49,967	43.3%
Software Licenses	\$2,417	\$268,299	\$54,451	\$54,451	\$54,451	-\$213,848	-79.7%
Audiovisual Supplies	\$1,987	\$1,000	\$2,589	\$2,589	\$2,589	\$1,589	158.9%
CTE Minor Equipment	\$107,165	\$74,418	\$90,000	\$90,000	\$90,000	\$15,582	20.9%
Total Academic Supplies	\$4,526,618	\$3,006,521	\$2,140,925	\$2,127,824	\$2,102,894	-\$903,627	-30.1%

Portland Public Schools
FY2026 Expenditure Summary Budget - All Funds
Board of Education Recommended Budget
April 8, 2025

	FY24	FY25	FY26 SUPT	FY26 Finance	FY26 Board		
	ACTUAL	BUDGET	REC Mar 4	Comm Rev Apr 1	Apr 8	\$ +/-(-) v FY25	% +/- v FY25
Operations							
Custodial Supplies	\$255,395	\$250,000	\$262,804	\$262,804	\$262,804	\$12,804	5.1%
Energy	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Natural Gas	\$785,819	\$800,000	\$853,171	\$853,171	\$853,171	\$53,171	6.6%
Electricity	\$854,386	\$950,000	\$865,879	\$865,879	\$865,879	-\$84,121	-8.9%
Bottled Gas	\$5,454	\$4,500	\$5,000	\$5,000	\$5,000	\$500	11.1%
Oil	\$69,888	\$67,463	\$69,840	\$69,840	\$69,840	\$2,377	3.5%
Gasoline	\$211,789	\$255,000	\$259,000	\$259,000	\$259,000	\$4,000	1.6%
Food	\$2,165,040	\$2,142,000	\$2,250,000	\$2,250,000	\$2,250,000	\$108,000	5.0%
Non-Food Supplies	\$215,734	\$227,820	\$227,820	\$227,820	\$227,820	\$0	0.0%
Total Operations Supplies	\$4,563,505	\$4,696,782	\$4,793,514	\$4,793,514	\$4,793,514	\$96,732	2.1%
TOTAL SUPPLIES	\$9,090,123	\$7,703,304	\$6,934,439	\$6,921,338	\$6,896,408	-\$806,896	-10.5%
MISCELLANEOUS							
Dues and Fees	\$401,928	\$236,967	\$310,323	\$310,323	\$310,188	\$73,221	30.9%
Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Maine State Billing Fees	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
School Board Conference Fees	\$104	\$0	\$0	\$0	\$0	\$0	0.0%
Judgments Against SAU	\$133,749	\$0	\$0	\$0	\$0	\$0	0.0%
Field Trip Transportation	\$180,574	\$10,000	\$98,764	\$98,764	\$98,764	\$88,764	887.6%
Miscellaneous Expenditures	-\$118,266	\$21,086	\$264,383	\$264,383	\$264,383	\$243,297	1153.8%
Other Items	\$15,005	\$22,709	\$20,657	\$20,657	\$20,657	-\$2,052	-9.0%
Fund Transfers Out	\$24,954	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL MISCELLANEOUS	\$638,048	\$290,762	\$694,127	\$694,127	\$693,992	\$403,230	138.7%
CAPITAL EQUIPMENT							
Equipment Greater Than \$10,000	\$114,387	\$580,170	\$85,000	\$85,000	\$85,000	-\$495,170	-85.3%
Equipment Less Than \$10,000	\$119,876	\$65,000	\$115,000	\$115,000	\$115,000	\$50,000	76.9%
Vehicles (Non-Student)	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Tech Related Equip Greater Than \$10,000	\$338,230	\$0	\$0	\$0	\$0	\$0	0.0%
Tech Related Equipment Less Than \$10,000	\$167,553	\$123,020	\$282,400	\$282,400	\$282,400	\$159,380	129.6%
Student Transportation Vehicles	\$1,062,006	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CAPITAL EQUIPMENT	\$1,802,052	\$768,190	\$482,400	\$482,400	\$482,400	-\$285,790	-37.2%
DEBT SERVICE							
Principal	\$8,478,861	\$8,992,170	\$9,967,132	\$9,967,132	\$9,967,132	\$974,962	10.8%
Interest	\$4,135,876	\$4,083,054	\$3,588,592	\$3,588,592	\$3,588,592	-\$494,462	-12.1%
Bond Issuance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL DEBT SERVICE	\$12,614,737	\$13,075,225	\$13,555,724	\$13,555,724	\$13,555,724	\$480,499	3.7%
TOTAL NON SALARY AND BENEFITS	\$42,233,396	\$35,479,358	\$36,887,499	\$36,837,059	\$36,643,069	\$1,163,711	3.3%
TOTAL EXPENDITURES	\$163,461,291	\$161,416,245	\$171,737,613	\$171,695,699	\$171,765,699	\$10,349,454	6.4%

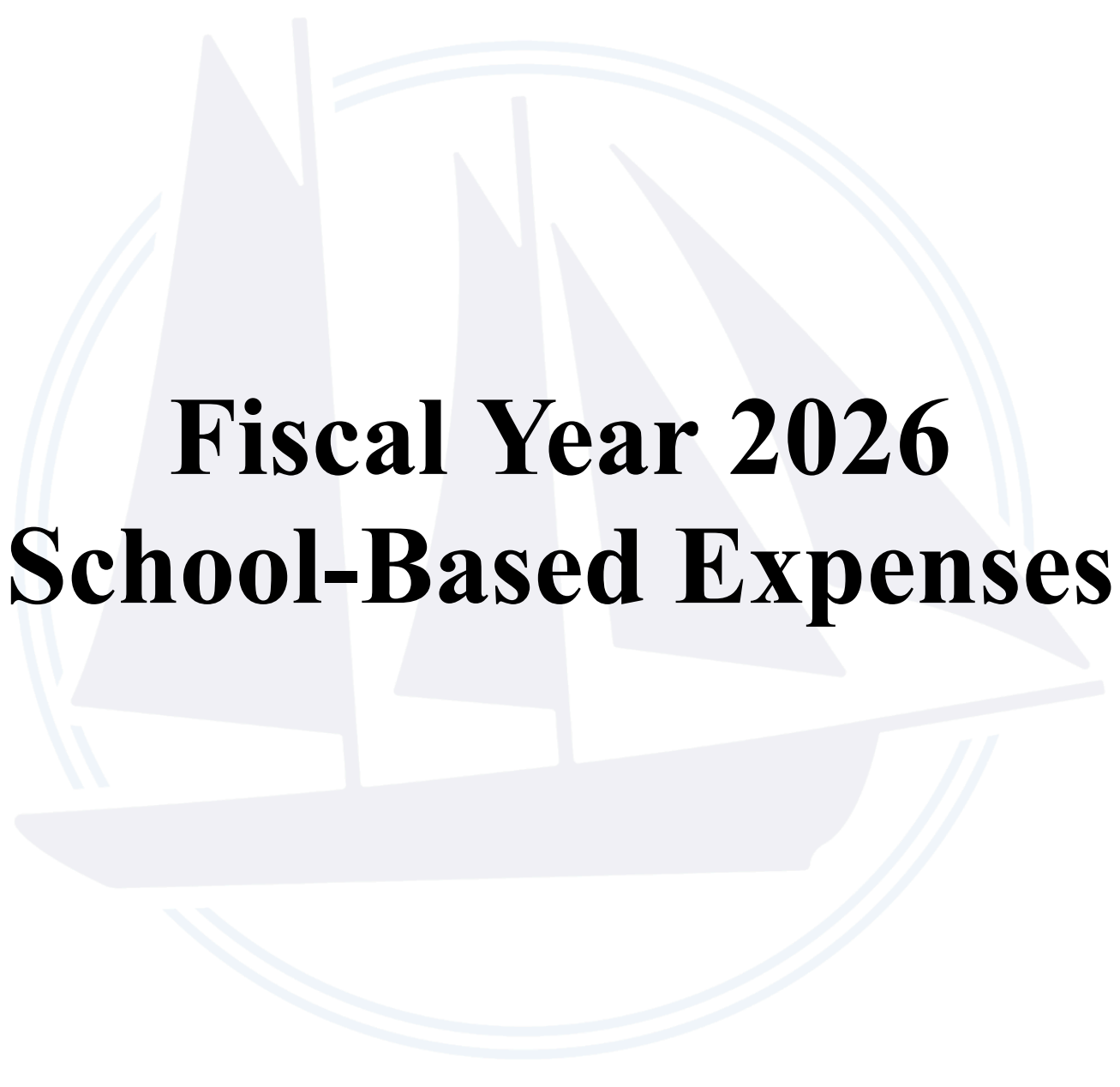
**Portland Public Schools
FY2026 Five-Year Projection
Board of Education Recommended Budget
April 8, 2025**

	FY26 Board Apr 8	FY 2027	FY2028	FY 2029	FY 2030	FY 2031
SALARIES & BENEFITS						
Regular Salaries						
Professional Salary	\$62,233,669	\$65,345,352	\$68,612,620	\$72,043,251	\$75,645,414	\$79,427,684
Instructional Aide/Asst	\$9,464,895	\$9,938,140	\$10,435,047	\$10,956,799	\$11,504,639	\$12,079,871
Administration/Regular Support	\$25,180,129	\$25,935,533	\$26,713,599	\$27,515,007	\$28,340,457	\$29,190,671
Total Regular Salaries	\$96,878,693	\$101,219,025	\$105,761,266	\$110,515,057	\$115,490,510	\$120,698,226
Temporary Salaries						
Temporary Salary	\$1,510,238	\$1,555,545	\$1,602,211	\$1,650,278	\$1,699,786	\$1,750,780
Tutor	\$65,894	\$67,871	\$69,907	\$72,004	\$74,164	\$76,389
Substitute	\$2,388,182	\$2,507,591	\$2,632,971	\$2,764,619	\$2,902,850	\$3,047,993
Teacher Additional Pay	\$123,504	\$129,679	\$136,163	\$142,971	\$150,120	\$157,626
Regular Support Overtime	\$42,197	\$43,463	\$44,767	\$46,110	\$47,493	\$48,918
Stipend/Differential	\$1,546,293	\$1,623,608	\$1,704,788	\$1,790,027	\$1,879,529	\$1,973,505
Stipend/Other	\$162,954	\$171,102	\$179,657	\$188,640	\$198,072	\$207,975
Retirement Sick Payout	\$500,000	\$505,000	\$510,050	\$515,151	\$520,302	\$525,505
Total Temporary Salaries	\$6,339,262	\$6,603,859	\$6,880,514	\$7,169,800	\$7,472,316	\$7,788,691
Total Salaries	\$103,217,955	\$107,822,884	\$112,641,780	\$117,684,857	\$122,962,826	\$128,486,917
Benefits						
Health Insurance	\$23,039,858	\$24,652,648	\$26,378,333	\$28,224,817	\$30,200,554	\$32,314,593
Medicare	\$1,475,400	\$1,563,432	\$1,633,306	\$1,706,430	\$1,782,961	\$1,863,060
Retirement	\$5,379,387	\$5,628,355	\$5,879,901	\$6,143,150	\$6,418,660	\$6,707,017
Tuition Reimbursement	\$195,647	\$201,516	\$207,562	\$213,789	\$220,202	\$226,808
Workers Compensation	\$511,572	\$526,919	\$542,727	\$559,009	\$575,779	\$593,052
All Other	\$796,671	\$852,438	\$912,109	\$975,956	\$1,044,273	\$1,117,372
PFML	\$506,140	\$539,114	\$563,209	\$588,424	\$614,814	\$642,435
Total Benefits	\$31,904,675	\$33,964,422	\$36,117,146	\$38,411,575	\$40,857,243	\$43,464,338
TOTAL SALARIES & BENEFITS	\$135,122,630	\$141,787,306	\$148,758,926	\$156,096,431	\$163,820,069	\$171,951,254
CONTRACTED SERVICES						
Total PreK-12th Contracted Services	\$1,675,239	\$1,725,496	\$1,777,261	\$1,830,579	\$1,885,496	\$1,942,061
Total SPED Contracted Services	\$4,028,950	\$4,149,819	\$4,274,313	\$4,402,542	\$4,534,619	\$4,670,657
Total Adult Ed Contracted Services	\$27,764	\$28,597	\$29,455	\$30,338	\$31,249	\$32,186
Total Ops & Comm Contracted Services	\$3,477,823	\$3,582,158	\$3,689,622	\$3,800,311	\$3,914,320	\$4,031,750
Total Ins & Legal Contracted Services	\$1,175,544	\$1,210,810	\$1,247,135	\$1,284,549	\$1,323,085	\$1,362,778
Total Facilities Contracted Services	\$3,762,225	\$3,875,091	\$3,991,344	\$4,111,085	\$4,234,417	\$4,361,450
Total Transport Contracted Services	\$867,000	\$893,010	\$919,800	\$947,394	\$975,816	\$1,005,091
TOTAL CONTRACTED SERVICES	\$15,014,545	\$15,464,981	\$15,928,930	\$16,406,798	\$16,899,002	\$17,405,972
TOTAL SUPPLIES	\$6,896,408	\$7,241,228	\$7,603,290	\$7,983,454	\$8,382,627	\$8,801,758
TOTAL MISCELLANEOUS	\$693,992	\$714,812	\$736,256	\$758,344	\$781,094	\$804,527
TOTAL CAPITAL EQUIPMENT	\$482,400	\$506,520	\$531,846	\$558,438	\$586,360	\$615,678
TOTAL DEBT SERVICE	\$13,555,724	\$10,407,285	\$8,937,526	\$8,643,875	\$8,287,243	\$7,421,471
TOTAL NON SALARY AND BENEFITS	\$36,643,069	\$34,334,826	\$33,737,848	\$34,350,910	\$34,936,327	\$35,049,407
TOTAL EXPENDITURES	\$171,765,699	\$176,122,132	\$182,496,774	\$190,447,341	\$198,756,396	\$207,000,662

Portland Public Schools
FY2026 Expenditure by State Budget Categoricals
Board of Education Recommended Budget
April 8, 2025

State Budget Category	FY23 ACTUAL	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance		\$ +/(-) v FY25	% +/- v FY25
					Comm Rev Apr 1	FY26 Board Apr 8		
1. Regular Instruction	\$50,463,058	\$51,894,182	\$56,313,778	\$59,724,103	\$59,672,191	\$59,628,553	\$3,314,775	5.9%
2. Special Education Instruction	\$20,227,084	\$23,242,110	\$26,187,943	\$26,303,205	\$26,272,939	\$26,381,408	\$193,465	0.7%
3. CTE (Vocational) Instruction	\$3,598,754	\$3,582,685	\$3,751,344	\$3,776,389	\$3,776,389	\$3,789,146	\$37,802	1.0%
4. Other Instruction	\$2,368,728	\$2,576,905	\$2,554,604	\$2,587,441	\$2,587,441	\$2,589,312	\$34,708	1.4%
5. Student & Staff Support	\$12,855,631	\$13,592,176	\$14,329,917	\$17,427,203	\$17,427,203	\$17,332,105	\$3,002,188	21.0%
6. System Administration	\$5,099,238	\$5,847,764	\$5,666,017	\$5,882,346	\$5,882,346	\$5,797,833	\$131,816	2.3%
7. School Administration	\$6,186,655	\$6,840,936	\$6,959,124	\$7,392,566	\$7,392,566	\$7,438,098	\$478,974	6.9%
8. Transportation & Buses	\$3,938,755	\$5,200,915	\$4,700,088	\$4,835,000	\$4,835,000	\$4,873,278	\$173,190	3.7%
9. Facilities Maintenance	\$15,066,707	\$10,847,014	\$15,289,103	\$15,278,060	\$15,318,324	\$15,386,271	\$97,168	0.6%
10. Debt Service	\$6,008,608	\$12,614,737	\$9,023,422	\$9,627,973	\$9,627,973	\$9,627,973	\$604,551	6.7%
11. All Other Expenditures	\$594,681	\$744,372	\$626,383	\$857,886	\$857,886	\$859,830	\$233,447	37.3%
Total General Fund	\$126,407,899	\$136,983,796	\$145,401,723	\$153,692,172	\$153,650,258	\$153,703,807	\$8,302,084	5.7%
Adult Education	\$2,637,938	\$2,896,077	\$3,070,168	\$3,447,079	\$3,447,079	\$3,463,530	\$393,362	12.8%
Food Service	\$4,025,130	\$4,615,033	\$5,573,876	\$5,633,637	\$5,633,637	\$5,633,637	\$59,761	1.1%
TOTAL EXPENDITURES	\$133,070,967	\$144,494,906	\$154,045,767	\$162,772,888	\$162,730,974	\$162,800,974	\$8,755,207	5.7%

PORTLAND PUBLIC SCHOOLS



Fiscal Year 2026 School-Based Expenses

PORTLAND PUBLIC SCHOOLS

Our student population has remained relatively stable since 2024. At the same time, the cost of staffing and supplies has increased based on collective bargaining agreements and inflation. In response to requests from school staff, principals budgeted for a 3% increase in supplies (compared to zero-based budget process in departments) and salaries increased by the rates in the collective bargaining agreements. This section includes total student enrollment and staffing, total school-based expenses, and staffing and expenditures per school:

Portland Public Schools
FY2026 Summary Revenue Budget
Eight Year Enrollment Pattern
Board of Education Recommended Budget
April 8, 2025

School Year	Total Enrollment	Economically Disadvantaged		Students with IEPs		English Learners (EL)	
2024-25	6,498	3,651	56%	1,154	18%	1,955	30%
2023-24	6,617	3,508	53%	1,174	18%	2,001	30%
2022-23	6,429	2,851	44%	1,112	17%	1,879	29%
2021-22	6,456	2,859	44%	1,136	18%	1,621	25%
2020-21	6,495	3,266	50%	1,109	17%	1,483	23%
2019-20	6,748	3,555	53%	1,079	16%	1,564	23%
2018-19	6,695	3,436	51%	1,054	16%	1,663	25%
2017-18	6,695	3,644	54%	1,023	15%	1,634	24%

**Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025**

	SY24-25	SY25-26
Teacher/Instructional Coaches	621.91	625.41
Education Technicians	238.85	246.7
Admin Staff	63.5	63.5
Administrative Staff	33.6	33.6
Support Staff	85.5	87
Facilities	67.23	67.75
Dedicated Subs	31	37
Total Staff	1141.59	1160.96

Portland Public Schools
FY2026 School Staffing Summary
Board of Education Recommended Budget
April 8, 2025

	Cliff Island		East End		Longfellow		Lyseth	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	1.3	1.3	27.5	28.5	19.0	17.5	34.0	34.0
Pre-K Teacher	-	-	2.0	2.0	1.0	1.0	2.0	2.0
Teacher	1.0	1.0	19.0	19.0	14.0	13.0	25.0	25.0
Specials Teachers	0.3	0.3	3.5	3.5	2.5	2.5	4.0	4.0
Librarian	-	-	1.0	1.0	0.5	0.5	1.0	1.0
Reading Specialist	-	-	1.0	2.0	0.5	0.5	1.0	1.0
Math Specialist	-	-	1.0	1.0	0.5	-	1.0	1.0
Special Education Teachers	-	-	5.5	6.0	3.0	3.0	4.0	4.0
Resource Room Teacher	-	-	2.5	3.0	2.0	2.0	3.0	4.0
Specialized Programs Teacher	-	-	2.0	2.0	1.0	1.0	-	-
Pre-K Sped	-	-	1.0	1.0	-	-	1.0	-
Multilingual Teachers	-	-	8.0	8.0	0.5	0.5	5.0	4.5
ESOL Teachers	-	-	7.0	7.0	0.5	0.5	4.0	3.5
Pre-K ESOL Teacher	-	-	1.0	1.0	-	-	1.0	1.0
Education Technicians	-	-	21.0	23.5	8.4	8.8	14.5	11.5
Ed Tech III	-	-	0.5	2.0	-	-	3	-
Pre-K Ed Tech III	-	-	2.0	2.0	1.6	1.0	2	2.0
Pre-K Sped Ed-Tech III	-	-	1.0	1.0	-	-	2	2.0
Sped Ed Tech III	-	-	16.0	17.0	6.75	6.8	7	7.0
ML Ed Tech III	-	-	1.5	1.5	-	-	-	-
Health Ed Tech III	-	-	-	-	-	1.0	0.5	0.5
Admin Staff:	0.1	0.1	4.0	4.0	2.5	2.5	4.0	4.0
Principal	-	0.1	1.0	1.0	1	1.0	1.0	1.0
Assistant Principal	-	-	1.0	1.0	1	1.0	1.0	1.0
Teacher Leader	0.1	-	-	-	-	-	-	-
Special Education Coordinator	-	-	1.0	1.0	0.5	0.5	1.0	1.0
School Culture Coordinator	-	-	1.0	1.0	-	-	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	-	-	3.0	3.0	1.6	1.6	2.0	2.0
Secretary - FY	-	-	1.0	1.0	1.0	1.0	-	1.0
Secretary - SY	-	-	1.0	1.0	0.6	0.6	2.0	1.0
Community School Coordinator	-	-	1.0	1.0	-	-	-	-
Instructional Coaches	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Instructional Coaches	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Support Staff	-	-	4.0	4.0	3.0	3.0	3.0	3.0
Social Worker	-	-	2.0	2.0	2.0	2.0	2.0	2.0
Guidance Counselor	-	-	1.0	1.0	-	-	-	-
Speech Therapist	-	-	-	-	-	-	-	-
Nurse	-	-	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	-	-	-	-
Health Assistant	-	-	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	0.3	0.3	4.0	4.0	2.5	2.5	2.5	3.0
Building Custodian II - 1st Shift	0.3	0.3	-	-	-	-	-	-
Building Custodian II - 2nd Shift	-	-	2.0	2.0	1.5	1.5	1.5	2.0
Building Custodian III Head	-	-	-	-	1.0	1.0	-	1.0
Building Custodian III Shift Supervisor	-	-	1.0	1.0	-	-	-	-
Building Custodian IV Head	-	-	1.0	1.0	-	-	1.0	-
Substitutes	-	-	2.0	3.0	1.0	2.0	3.0	3.0
Dedicated Sub	-	-	2.0	3.0	1.0	2.0	3.0	3.0

Portland Public Schools
FY2026 School Staffing Summary
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	Ocean Ave		PEAKS		Presumpscot		Reiche	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	24.2	24.2	5.5	6.5	20.2	20.2	33.8	34.8
Pre-K Teacher	-	-	1.0	1.0	3.0	3.0	4.0	4.0
Teacher	18.0	18.0	3.0	4.0	12.0	12.0	22.0	22.0
Specials Teachers	3.2	3.2	0.6	0.6	3.2	3.2	3.8	3.8
Librarian	1.0	1.0	0.5	0.5	-	-	1.0	1.0
Reading Specialist	1.0	1.0	0.5	0.5	1.0	1.0	2.0	3.0
Math Specialist	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Special Education Teachers	5.0	5.0	1.0	1.0	2.5	2.5	3.0	3.0
Resource Room Teacher	3.0	3.0	1.0	1.0	2.0	2.0	3.0	3.0
Specialized Programs Teacher	2.0	2.0	-	-	-	-	-	-
Pre-K Sped	-	-	-	-	0.5	0.5	-	-
Multilingual Teachers	3.2	3.2	-	-	4.0	4.0	9.0	10.0
ESOL Teachers	3.2	3.2	-	-	3.0	3.0	8.0	9.0
Pre-K ESOL Teacher	-	-	-	-	1.0	1.0	1.0	1.0
Education Technicians	17.8	19.8	2.0	2.0	15.0	16.0	13.2	15.2
Ed Tech III	-	2.0	-	-	-	1.0	1.0	3.0
Pre-K Ed Tech III	-	-	-	1.0	3.0	3.0	4.0	4.0
Pre-K Sped Ed-Tech III	-	-	1.0	-	8.0	8.0	1.0	1.0
Sped Ed Tech III	17	17.0	1.0	1.0	3.0	3.0	5.0	5.0
ML Ed Tech III	0.8	0.8	-	-	1.0	1.0	2.0	2.0
Health Ed Tech III	-	-	-	-	-	-	0.2	0.2
Admin Staff:	4.0	4.0	0.9	0.9	3.0	3.0	5.0	5.0
Principal	1.0	1.0	-	0.9	1.0	1.0	-	-
Assistant Principal	1.0	1.0	-	-	1.0	1.0	-	-
Teacher Leader	-	-	0.9	-	-	-	3.0	3.0
Special Education Coordinator	1.0	1.0	-	-	0.5	0.5	1.0	1.0
School Culture Coordinator	1.0	1.0	-	-	0.5	0.5	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	2.0	2.0	1.0	1.0	1.0	1.0	2.0	2.0
Secretary - FY	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Secretary - SY	1.0	1.0	1.0	1.0	-	-	1.0	1.0
Community School Coordinator	-	-	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	1.0	1.0
Instructional Coaches	1.0	1.0	-	-	-	-	1.0	1.0
Support Staff	4.0	4.0	1.5	1.5	2.0	2.0	5.0	5.0
Social Worker	2.0	2.0	0.5	0.5	1.0	1.0	3.0	3.0
Guidance Counselor	-	-	-	-	-	-	-	-
Speech Therapist	1.0	1.0	-	-	-	-	-	-
Nurse	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	-	-	-	-
Health Assistant	-	-	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	1.0	1.0
Facilities	3.5	3.5	1.0	1.0	2.5	2.5	5.0	5.0
Building Custodian II - 1st Shift	-	-	-	-	1.0	1.0	-	-
Building Custodian II - 2nd Shift	2.5	1.5	-	-	0.5	0.5	4.0	4.0
Building Custodian III Head	-	1.0	1.0	1.0	1.0	1.0	-	-
Building Custodian III Shift Supervisor	-	1.0	-	-	-	-	-	-
Building Custodian IV Head	1.0	-	-	-	-	-	1.0	1.0
Substitutes	2.0	3.0	-	-	2.0	2.0	2.0	3.0
Dedicated Sub	2.0	3.0	-	-	2.0	2.0	2.0	3.0

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	Rowe		Talbot		King		Lincoln	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	33.0	32.0	29.6	29.6	32.5	32.5	29.5	29.5
Pre-K Teacher	2.0	2.0	3.0	3.0	-	-	-	-
Teacher	24.0	23.0	20.0	18.0	30.0	30.0	29.0	29.0
Specials Teachers	4.0	4.0	3.6	3.6	-	-	-	-
Librarian	1.0	1.0	1.0	1.0	0.5	0.5	0.5	0.5
Reading Specialist	1.0	1.0	1.0	3.0	2.0	2.0	-	-
Math Specialist	1.0	1.0	1.0	1.0	-	-	-	-
Special Education Teachers	6.0	6.0	5.0	6.0	6.0	6.0	6.0	6.0
Resource Room Teacher	4.0	4.0	3.0	4.0	3.0	3.0	3.0	3.0
Specialized Programs Teacher	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Pre-K Sped	-	-	-	-	-	-	-	-
Multilingual Teachers	5.0	5.0	6.0	6.0	6.0	6.0	3.0	3.0
ESOL Teachers	4.0	4.0	5.0	5.0	6.0	6.0	3.0	3.0
Pre-K ESOL Teacher	1.0	1.0	1.0	1.0	-	-	-	-
Education Technicians	19.0	20.0	27.2	29.2	14.5	15.0	14.0	14.0
Ed Tech III	0.0	2.0	-	2.0	2.0	2.0	-	-
Pre-K Ed Tech III	2.0	2.0	3.0	3.0	-	-	-	-
Pre-K Sped Ed-Tech III	1.0	-	1.0	1.0	-	-	-	-
Sped Ed Tech III	15.0	15.0	22.0	22.0	11.0	11.0	13.0	13.0
ML Ed Tech III	1.0	1.0	1.0	1.0	1.5	2.0	1.0	1.0
Health Ed Tech III	-	-	0.2	0.2	-	-	-	-
Admin Staff:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Teacher Leader	-	-	-	-	-	-	-	-
Special Education Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
School Culture Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Director Co-Curricular	-	-	-	-	-	-	-	-
Administrative Staff	2.0	2.0	3.0	3.0	2.0	2.0	2.0	2.0
Secretary - FY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Secretary - SY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community School Coordinator	-	-	1.0	1.0	-	-	-	-
Instructional Coaches	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Instructional Coaches	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Support Staff	5.0	5.0	6.0	6.5	7.0	7.0	6.0	6.5
Social Worker	3.0	3.0	3.0	3.0	3.0	3.0	2.0	2.5
Guidance Counselor	1.0	1.0	-	-	2.0	2.0	2.0	2.0
Speech Therapist	-	-	1.0	1.0	-	-	-	-
Nurse	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
OCC Therapist	-	-	1.0	1.0	-	-	-	-
Athletic Trainer	-	-	-	-	-	-	-	-
Extended Learning Coordinator	-	-	-	-	-	-	-	-
Make It Happen Coordinator	-	-	-	-	1.0	1.0	1.0	1.0
Health Assistant	-	-	-	0.5	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	4.0	4.0	5.0	5.0	4.0	4.0	4.5	4.5
Building Custodian II - 1st Shift	-	-	-	-	-	-	-	-
Building Custodian II - 2nd Shift	3.0	3.0	3.0	3.0	2.0	2.0	2.5	2.5
Building Custodian III Head	-	-	-	-	-	1.0	-	-
Building Custodian III Shift Supervisor	-	-	1.0	1.0	1.0	1.0	1.0	1.0
Building Custodian IV Head	1.0	1.0	1.0	1.0	1.0	-	1.0	1.0
Substitutes	2.0	3.0	2.0	3.0	2.0	2.0	2.0	2.0
Dedicated Sub	2.0	3.0	2.0	3.0	2.0	2.0	2.0	2.0

Portland Public Schools
FY2026 School Staffing Summary
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	Moore		Casco Bay		Deering		Portland	
	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26	SY24-25	SY25-26
Instructional Staff:	33.5	33.5	22.5	22.5	46.2	47.2	49.0	48.0
Pre-K Teacher	-	-	-	-	-	-	-	-
Teacher	31.0	31.0	21.8	22.0	45.7	46.7	48.0	47.0
Specials Teachers	-	-	-	-	-	-	-	-
Librarian	0.5	0.5	0.7	0.5	0.5	0.5	1.0	1.0
Reading Specialist	2.0	2.0	-	-	-	-	-	-
Math Specialist	-	-	-	-	-	-	-	-
Special Education Teachers	6.0	6.0	5.0	6.0	11.0	11.0	7.0	7.0
Resource Room Teacher	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0
Specialized Programs Teacher	3.0	3.0	2.0	2.0	7.0	7.0	3.0	3.0
Pre-K Sped	-	-	-	-	-	-	-	-
Multilingual Teachers	3.0	3.0	2.0	2.0	9.0	9.0	9.0	9.0
ESOL Teachers	3.0	3.0	2.0	2.0	9.0	9.0	9.0	9.0
Pre-K ESOL Teacher	-	-	-	-	-	-	-	-
Education Technicians	18.5	18.0	5.0	5.0	28.8	28.8	15.0	15.0
Ed Tech III	-	-	1.0	1.0	0.5	0.5	1.0	1.0
Pre-K Ed Tech III	-	-	-	-	-	-	-	-
Pre-K Sped Ed-Tech III	-	-	-	-	-	-	-	-
Sped Ed Tech III	17.0	17.0	4.0	4.0	26.0	26.0	12	12.0
ML Ed Tech III	1.0	1.0	-	-	1.5	1.5	1.5	1.5
Health Ed Tech III	0.5	-	-	-	0.8	0.8	0.5	0.5
Admin Staff:	4.0	4.0	4.0	4.0	8.0	8.0	7.0	7.0
Principal	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Assistant Principal	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Teacher Leader	-	-	-	-	-	-	-	-
Special Education Coordinator	1.0	1.0	1.0	1.0	2.0	2.0	1.0	1.0
School Culture Coordinator	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Director Co-Curricular	-	-	-	-	1.0	1.0	1.0	1.0
Administrative Staff	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Secretary - FY	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0
Secretary - SY	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Community School Coordinator	-	-	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	-	-
Instructional Coaches	1.0	1.0	-	-	-	-	-	-
Support Staff	6.5	7.0	5.0	5.0	13.0	13.0	13.0	13.0
Social Worker	2.0	2.5	1.5	1.5	4.0	5.0	4.0	4.0
Guidance Counselor	2.0	2.0	2.0	2.0	5.0	4.0	5.0	5.0
Speech Therapist	-	-	-	-	-	-	-	-
Nurse	1.0	1.0	0.5	0.5	1.0	1.0	1.0	1.0
OCC Therapist	-	-	-	-	-	-	-	-
Athletic Trainer	-	-	-	-	1.0	1.0	1.0	1.0
Extended Learning Coordinator	-	-	-	-	1.0	1.0	1.0	1.0
Make It Happen Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Health Assistant	0.5	0.5	-	-	-	-	-	-
Coordinator Student Services	-	-	-	-	-	-	-	-
Facilities	4.5	4.5	0.8	0.8	8.5	8.5	8.5	8.5
Building Custodian II - 1st Shift	1.0	1.0	-	-	1.0	1.0	1.0	1.0
Building Custodian II - 2nd Shift	2.5	2.5	0.8	0.8	5.5	5.5	5.5	5.5
Building Custodian III Head	1.0	-	-	-	-	-	-	-
Building Custodian III Shift Supervisor	-	-	-	-	1.0	1.0	1.0	1.0
Building Custodian IV Head	-	1.0	-	-	1.0	1.0	1.0	1.0
Substitutes	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0
Dedicated Sub	2.0	2.0	2.0	2.0	3.0	3.0	3.0	3.0

Portland Public Schools
FY2026 School Staffing Summary
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	PATHS	
	SY24-25	SY25-26
Instructional Staff:	21.0	21.0
Pre-K Teacher	-	-
Teacher	21.0	21.0
Specials Teachers	-	-
Librarian	-	-
Reading Specialist	-	-
Math Specialist	-	-
Special Education Teachers	-	-
Resource Room Teacher	-	-
Specialized Programs Teacher	-	-
Pre-K Sped	-	-
Multilingual Teachers	1.0	1.0
ESOL Teachers	1.0	1.0
Pre-K ESOL Teacher	-	-
Education Technicians	5.0	5.0
Ed Tech III	5.0	5.0
Pre-K Ed Tech III	-	-
Pre-K Sped Ed-Tech III	-	-
Sped Ed Tech III	-	-
ML Ed Tech III	-	-
Health Ed Tech III	-	-
Admin Staff:	1.0	1.0
Principal	1.0	1.0
Assistant Principal	-	-
Teacher Leader	-	-
Special Education Coordinator	-	-
School Culture Coordinator	-	-
Director Co-Curricular	-	-
Administrative Staff	2.0	2.0
Secretary - FY	1.0	1.0
Secretary - SY	1.0	1.0
Community School Coordinator	-	-
Instructional Coaches	-	-
Instructional Coaches	-	-
Support Staff	1.5	1.5
Social Worker	-	-
Guidance Counselor	-	-
Speech Therapist	-	-
Nurse	0.5	0.5
OCC Therapist	-	-
Athletic Trainer	-	-
Extended Learning Coordinator	-	-
Make It Happen Coordinator	-	-
Health Assistant	-	-
Coordinator Student Services	1.0	1.0
Facilities	6.2	6.2
Building Custodian II - 1st Shift	-	-
Building Custodian II - 2nd Shift	4.2	4.2
Building Custodian III Head	-	-
Building Custodian III Shift Supervisor	1.0	1.0
Building Custodian IV Head	1.0	1.0
Substitutes	1.0	1.0
Dedicated Sub	1.0	1.0

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

School Based Budgets

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$73,677,233	\$74,445,792	\$79,977,940	\$79,383,367	\$79,447,229	\$5,001,437	6.7%
Temporary Salaries	\$5,337,625	\$3,290,031	\$4,777,767	\$5,388,959	\$5,422,025	\$2,131,994	64.8%
Total Salaries	\$79,014,858	\$77,735,822	\$84,755,707	\$84,772,326	\$84,869,254	\$7,133,432	9.2%
Benefits	\$22,488,796	\$24,559,453	\$25,688,148	\$25,681,168	\$25,948,061	\$1,388,608	5.7%
TOTAL SALARIES & BENEFITS	\$101,503,655	\$102,295,276	\$110,443,855	\$110,453,494	\$110,817,315	\$8,522,039	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$457,318	\$113,565	\$274,972	\$274,972	\$275,107	\$161,542	142.2%
SPED Contracted Services	\$1,582,859	\$14,390	\$3,950	\$3,950	\$3,950	-\$10,440	-72.5%
Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%
Operations & Communications Contracted Services	\$1,237,241	\$316,811	\$670,827	\$670,827	\$670,827	\$354,016	111.7%
Insurance & Legal Contracted Services	\$456,840	\$526,518	\$535,510	\$535,510	\$535,510	\$8,992	1.7%
Facilities Contracted Services	\$923,355	\$777,331	\$874,415	\$874,415	\$874,415	\$97,084	12.5%
Transport Contracted Services	\$417,709	\$3,591	\$2,000	\$2,000	\$2,000	-\$1,591	-44.3%
TOTAL CONTRACTED SERVICES	\$5,104,150	\$1,780,206	\$2,389,438	\$2,389,438	\$2,389,573	\$609,367	34.2%
SUPPLIES							
Academic Supplies	\$1,603,397	\$1,740,035	\$1,041,469	\$1,041,468	\$1,041,468	-\$698,567	-40.1%
Operations Supplies	\$1,833,610	\$281,639	\$1,881,669	\$1,881,669	\$1,881,669	\$1,600,030	568.1%
TOTAL SUPPLIES	\$3,437,007	\$2,021,675	\$2,923,138	\$2,923,137	\$2,923,137	\$901,462	44.6%
MISCELLANEOUS	\$180,247	\$40,410	\$174,577	\$174,577	\$174,442	\$134,032	331.7%
CAPITAL EQUIPMENT	\$64,935	\$55,000	\$0	\$0	\$0	-\$55,000	-100.0%
DEBT SERVICE	\$0	\$4,014,550	\$3,891,477	\$3,891,477	\$3,891,477	-\$123,073	-3.1%
TOTAL NON SALARY AND BENEFITS	\$8,786,338	\$7,911,840	\$9,378,629	\$9,378,629	\$9,378,629	\$1,466,789	18.5%
TOTAL EXPENDITURES	\$110,289,993	\$110,207,116	\$119,822,485	\$119,832,123	\$120,195,944	\$9,988,828	9.1%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Adult Education (PAE)

Director: Abbie Yamamoto

Address: 14 Locust Street, Portland, ME 04101

Portland Adult Education (PAE) is Maine's largest adult education program, dedicated to empowering adult learners to achieve their educational, professional, and personal goals. PAE offers a diverse range of courses, including English language acquisition, high school diploma completion, workforce training, and personal enrichment classes. The program collaborates with local organizations and businesses to provide students with practical skills and employment opportunities. With a commitment to accessibility and lifelong learning, PAE helps individuals gain the knowledge and confidence needed for career advancement and community engagement. Through its supportive learning environment, PAE strives to meet the evolving needs of the community, fostering personal growth and economic development.

Portland Public Schools
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Adult Education

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,816,050	\$1,664,309	\$3,595,245	\$2,984,053	\$2,953,343	\$1,289,034	77.5%
Temporary Salaries	\$643,994	\$433,740	\$17,614	\$628,806	\$661,876	\$228,136	52.6%
Total Salaries	\$3,460,044	\$2,098,049	\$3,612,859	\$3,612,859	\$3,615,219	\$1,517,170	72.3%
Benefits	\$847,614	\$500,906	\$1,019,041	\$1,019,041	\$1,033,132	\$532,226	106.3%
TOTAL SALARIES & BENEFITS	\$4,307,658	\$2,598,955	\$4,631,900	\$4,631,900	\$4,648,351	\$2,049,396	78.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$32,129	\$6,000	\$25,929	\$25,929	\$25,929	\$19,929	332.2%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$28,828	\$28,000	\$27,764	\$27,764	\$27,764	-\$236	-0.8%
Ops & Comm Contracted Services	\$215,952	\$73,127	\$210,483	\$210,483	\$210,483	\$137,356	187.8%
Ins & Legal Contracted Services	\$0	\$4,884	\$0	\$0	\$0	-\$4,884	-100.0%
Facilities Contracted Services	\$188,687	\$223,122	\$196,533	\$196,533	\$196,533	-\$26,589	-11.9%
Transport Contracted Services	\$28,762	\$0	\$2,000	\$2,000	\$2,000	\$2,000	100.0%
TOTAL CONTRACTED SERVICES	\$494,360	\$335,133	\$462,709	\$462,709	\$462,709	\$127,576	38.1%
SUPPLIES							
Academic Supplies	\$175,816	\$94,908	\$146,809	\$146,809	\$146,809	\$51,901	54.7%
Operations Supplies	\$29,241	\$37,342	\$39,210	\$39,210	\$39,210	\$1,868	5.0%
TOTAL SUPPLIES	\$205,057	\$132,250	\$186,019	\$186,019	\$186,019	\$53,769	40.7%
MISCELLANEOUS	\$34,790	\$3,829	\$1,536	\$1,536	\$1,536	-\$2,293	-59.9%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$734,207	\$471,213	\$650,264	\$650,264	\$650,264	\$179,051	38.0%
TOTAL EXPENDITURES	\$5,041,865	\$3,070,168	\$5,282,164	\$5,282,164	\$5,298,615	\$2,228,447	72.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Casco Bay High School (378 students)

Principal: Priya Natarajan

Address: 196 Allen Ave, Portland, ME 04103

Casco Bay High School is an expeditionary learning school that emphasizes rigorous and relevant curriculum. Students participate in learning expeditions that integrate multiple disciplines and culminate in high-quality projects. The school's small size allows for personalized learning experiences and strong relationships between students and staff. Casco Bay High School is committed to preparing students for college, career, and active citizenship.

Portland Public Schools
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Casco Bay High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$3,268,703	\$3,157,533	\$3,504,886	\$3,504,888	\$3,507,344	\$349,811	11.1%
Temporary Salaries	\$291,084	\$96,075	\$204,545	\$204,545	\$204,544	\$108,469	112.9%
Total Salaries	\$3,559,787	\$3,253,609	\$3,709,431	\$3,709,433	\$3,711,888	\$458,279	14.1%
Benefits	\$930,432	\$976,606	\$1,026,164	\$1,026,163	\$1,032,908	\$56,302	5.8%
TOTAL SALARIES & BENEFITS	\$4,490,219	\$4,230,215	\$4,735,595	\$4,735,596	\$4,744,796	\$514,581	12.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$28,744	\$0	\$4,457	\$4,457	\$4,457	\$4,457	100.0%
SPED Contracted Services	\$30,778	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$53,381	\$9,810	\$20,685	\$20,685	\$20,685	\$10,875	110.9%
Ins & Legal Contracted Services	\$14,422	\$16,467	\$16,961	\$16,961	\$16,961	\$494	3.0%
Facilities Contracted Services	\$2,380	\$8,138	\$7,673	\$7,673	\$7,673	-\$465	-5.7%
Transport Contracted Services	\$8,373	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$138,078	\$34,415	\$49,776	\$49,776	\$49,776	\$15,361	44.6%
SUPPLIES							
Academic Supplies	\$40,786	\$75,324	\$46,623	\$46,623	\$46,623	-\$28,701	-38.1%
Operations Supplies	\$935	\$0	\$40,040	\$40,040	\$40,040	\$40,040	100.0%
TOTAL SUPPLIES	\$41,721	\$75,324	\$86,663	\$86,663	\$86,663	\$11,339	15.1%
MISCELLANEOUS	\$21,365	\$0	\$13,377	\$13,377	\$13,377	\$13,377	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$201,164	\$109,739	\$149,816	\$149,816	\$149,816	\$40,077	36.5%
TOTAL EXPENDITURES	\$4,691,382	\$4,339,954	\$4,885,411	\$4,885,412	\$4,894,612	\$554,658	12.8%



PORTLAND PUBLIC SCHOOLS
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Cliff Island School (3 students)

Teacher Leader: Kelly Hasson

Address: 20 Church Road, PO Box 8, Cliff Island, ME 04019

Cliff Island School offers a unique, personalized educational experience tailored to its small student body. Located on Cliff Island, the school integrates the island's natural surroundings into its curriculum, providing hands-on learning opportunities. The close-knit community ensures individualized attention, fostering strong relationships between students, staff, and residents. Emphasis is placed on experiential learning, allowing students to engage deeply with their environment and community.

Portland Public Schools
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Cliff Island

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$145,567	\$93,231	\$124,158	\$124,158	\$124,226	\$30,995	33.2%
Temporary Salaries	\$10,274	\$3,870	\$4,526	\$4,526	\$4,526	\$656	17.0%
Total Salaries	\$155,840	\$97,101	\$128,684	\$128,684	\$128,752	\$31,651	32.6%
Benefits	\$33,835	\$29,033	\$35,313	\$35,313	\$35,509	\$6,476	22.3%
TOTAL SALARIES & BENEFITS	\$189,675	\$126,133	\$163,997	\$163,997	\$164,261	\$38,128	30.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$1,920	\$1,748	\$1,748	\$1,748	\$1,748	\$0	0.0%
SPED Contracted Services	\$0	\$3,950	\$3,950	\$3,950	\$3,950	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$214	\$602	\$602	\$602	\$602	\$0	0.1%
Ins & Legal Contracted Services	\$314	\$359	\$370	\$370	\$370	\$11	3.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$2,448	\$6,659	\$6,670	\$6,670	\$6,670	\$11	0.2%
SUPPLIES							
Academic Supplies	\$417	\$516	\$116	\$116	\$116	-\$400	-77.5%
Operations Supplies	\$1,855	\$0	\$1,800	\$1,800	\$1,800	\$1,800	100.0%
TOTAL SUPPLIES	\$2,272	\$516	\$1,916	\$1,916	\$1,916	\$1,400	271.3%
MISCELLANEOUS	\$200	\$0	\$400	\$400	\$400	\$400	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$4,920	\$7,175	\$8,986	\$8,986	\$8,986	\$1,811	25.2%
TOTAL EXPENDITURES	\$194,596	\$133,308	\$172,983	\$172,983	\$173,247	\$39,939	30.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Deering High School (836 students)

Principal: Jake Giessman

Address: 370 Stevens Ave, Portland, ME 04103

Deering High School boasts a rich history and a diverse student body. The school offers a wide range of academic courses, including Advanced Placement classes, to challenge and engage students. Extracurricular activities, from athletics to arts, provide avenues for students to explore their passions. Deering High School is dedicated to creating an inclusive environment where every student has the opportunity to succeed.

Portland Public Schools
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Deering High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$7,796,949	\$8,170,854	\$8,776,442	\$8,776,442	\$8,787,709	\$616,855	7.5%
Temporary Salaries	\$803,054	\$507,078	\$691,281	\$691,281	\$691,281	\$184,203	36.3%
Total Salaries	\$8,600,003	\$8,677,932	\$9,467,723	\$9,467,723	\$9,478,990	\$801,058	9.2%
Benefits	\$2,620,957	\$2,730,702	\$2,843,786	\$2,843,786	\$2,874,748	\$144,046	5.3%
TOTAL SALARIES & BENEFITS	\$11,220,960	\$11,408,634	\$12,311,509	\$12,311,509	\$12,353,738	\$945,104	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$68,546	\$0	\$19,800	\$19,800	\$19,800	\$19,800	100.0%
SPED Contracted Services	\$171,101	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$208,628	\$23,479	\$76,920	\$76,920	\$76,920	\$53,441	227.6%
Ins & Legal Contracted Services	\$59,165	\$67,556	\$69,582	\$69,582	\$69,582	\$2,026	3.0%
Facilities Contracted Services	\$153,256	\$33,131	\$103,884	\$103,884	\$103,884	\$70,753	213.6%
Transport Contracted Services	\$107,677	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$768,373	\$124,166	\$270,186	\$270,186	\$270,186	\$146,020	117.6%
SUPPLIES							
Academic Supplies	\$190,137	\$292,261	\$124,250	\$124,250	\$124,250	-\$168,011	-57.5%
Operations Supplies	\$220,770	\$0	\$176,234	\$176,234	\$176,234	\$176,234	100.0%
TOTAL SUPPLIES	\$410,907	\$292,261	\$300,484	\$300,484	\$300,484	\$8,223	2.8%
MISCELLANEOUS	-\$46,630	\$0	\$33,500	\$33,500	\$33,500	\$33,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,132,650	\$416,427	\$604,170	\$604,170	\$604,170	\$187,743	45.1%
TOTAL EXPENDITURES	\$12,353,610	\$11,825,062	\$12,915,679	\$12,915,679	\$12,957,908	\$1,132,846	9.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

East End Community School (388 students)

Principal: Boyd Marley

Address: 195 North St, Portland, ME 04101

East End Community School serves a diverse student population, reflecting the rich cultural tapestry of Portland's East End. The school prioritizes community involvement, encouraging partnerships with local organizations to enhance educational experiences. A strong focus on the arts and environmental stewardship allows students to explore their creativity while understanding the importance of sustainability. The dedicated staff works collaboratively to ensure that every student feels valued and supported in their academic journey.

Portland Public Schools
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East End

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,882,780	\$4,977,893	\$5,357,959	\$5,357,957	\$5,365,636	\$387,743	7.8%
Temporary Salaries	\$270,568	\$127,949	\$245,994	\$245,994	\$245,994	\$118,045	92.3%
Total Salaries	\$5,153,348	\$5,105,842	\$5,603,953	\$5,603,951	\$5,611,630	\$505,788	9.9%
Benefits	\$1,540,895	\$1,648,799	\$1,798,057	\$1,798,059	\$1,818,948	\$170,149	10.3%
TOTAL SALARIES & BENEFITS	\$6,694,243	\$6,754,641	\$7,402,010	\$7,402,010	\$7,430,578	\$675,937	10.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$7,941	\$0	\$7,771	\$7,771	\$7,906	\$7,906	100.0%
SPED Contracted Services	\$192,884	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$27,539	\$11,075	\$22,240	\$22,240	\$22,240	\$11,165	100.8%
Ins & Legal Contracted Services	\$23,179	\$26,467	\$27,261	\$27,261	\$27,261	\$794	3.0%
Facilities Contracted Services	\$22,192	\$30,892	\$25,567	\$25,567	\$25,567	-\$5,325	-17.2%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$273,736	\$68,434	\$82,839	\$82,839	\$82,974	\$14,540	21.2%
SUPPLIES							
Academic Supplies	\$66,219	\$56,565	\$49,376	\$49,376	\$49,376	-\$7,189	-12.7%
Operations Supplies	\$115,550	\$0	\$127,000	\$127,000	\$127,000	\$127,000	100.0%
TOTAL SUPPLIES	\$181,769	\$56,565	\$176,376	\$176,376	\$176,376	\$119,811	211.8%
MISCELLANEOUS	\$4,417	\$0	\$4,000	\$4,000	\$3,865	\$3,865	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$459,922	\$124,999	\$263,215	\$263,215	\$263,215	\$138,216	110.6%
TOTAL EXPENDITURES	\$7,154,165	\$6,879,640	\$7,665,225	\$7,665,225	\$7,693,793	\$814,153	11.8%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

King Middle School (433 students)

Principal: Amy Marx

Address: 92 Deering Ave, Portland, ME 04102

King Middle School is renowned for its expeditionary learning model, emphasizing hands-on, project-based education. Students engage in interdisciplinary expeditions that foster critical thinking and real-world problem-solving skills. The school promotes a culture of respect and responsibility, preparing students to be active, informed citizens. With a diverse student body, King Middle School celebrates inclusivity and encourages students to explore various perspectives.

Portland Public Schools
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King Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$5,014,484	\$5,132,532	\$5,317,582	\$5,332,876	\$5,338,841	\$206,309	4.0%
Temporary Salaries	\$247,046	\$205,437	\$323,989	\$323,989	\$323,985	\$118,548	57.7%
Total Salaries	\$5,261,529	\$5,337,970	\$5,641,571	\$5,656,865	\$5,662,826	\$324,856	6.1%
Benefits	\$1,470,735	\$1,676,687	\$1,688,095	\$1,689,953	\$1,705,467	\$28,780	1.7%
TOTAL SALARIES & BENEFITS	\$6,732,264	\$7,014,657	\$7,329,666	\$7,346,818	\$7,368,293	\$353,636	5.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$33,077	\$0	\$23,500	\$23,500	\$23,500	\$23,500	100.0%
SPED Contracted Services	\$74,168	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$27,922	\$20,016	\$24,000	\$24,000	\$24,000	\$3,984	19.9%
Ins & Legal Contracted Services	\$27,589	\$31,501	\$32,446	\$32,446	\$32,446	\$945	3.0%
Facilities Contracted Services	\$26,500	\$22,419	\$23,000	\$23,000	\$23,000	\$581	2.6%
Transport Contracted Services	\$38,675	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$227,930	\$73,936	\$102,946	\$102,946	\$102,946	\$29,010	39.2%
SUPPLIES							
Academic Supplies	\$79,817	\$99,949	\$64,564	\$64,564	\$64,564	-\$35,385	-35.4%
Operations Supplies	\$98,409	\$0	\$104,108	\$104,108	\$104,108	\$104,108	100.0%
TOTAL SUPPLIES	\$178,226	\$99,949	\$168,672	\$168,672	\$168,672	\$68,723	68.8%
MISCELLANEOUS	\$9,988	\$0	\$5,500	\$5,500	\$5,500	\$5,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$416,143	\$173,885	\$277,118	\$277,118	\$277,118	\$103,233	59.4%
TOTAL EXPENDITURES	\$7,148,408	\$7,188,542	\$7,606,784	\$7,623,936	\$7,645,411	\$456,869	6.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Lincoln Middle School (379 students)

Principal: Aris Ayala Cruz

Address: 522 Stevens Ave, Portland, ME 04103

Lincoln Middle School offers a comprehensive curriculum designed to meet the diverse needs of its students. The school emphasizes academic excellence while supporting social and emotional development. Extracurricular activities, including arts and athletics, provide students with opportunities to explore their interests and talents. The dedicated staff collaborates closely with families to create a supportive and engaging learning environment.

Portland Public Schools
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Lincoln Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,719,806	\$4,811,718	\$4,815,513	\$4,815,513	\$4,821,383	\$9,665	0.2%
Temporary Salaries	\$206,224	\$180,025	\$299,427	\$299,427	\$299,427	\$119,402	66.3%
Total Salaries	\$4,926,029	\$4,991,743	\$5,114,940	\$5,114,940	\$5,120,810	\$129,067	2.6%
Benefits	\$1,369,175	\$1,586,486	\$1,541,808	\$1,541,808	\$1,556,924	-\$29,562	-1.9%
TOTAL SALARIES & BENEFITS	\$6,295,204	\$6,578,229	\$6,656,748	\$6,656,748	\$6,677,734	\$99,505	1.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$15,826	\$0	\$17,920	\$17,920	\$17,920	\$17,920	100.0%
SPED Contracted Services	\$143,118	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$35,811	\$14,063	\$31,100	\$31,100	\$31,100	\$17,037	121.1%
Ins & Legal Contracted Services	\$31,869	\$36,389	\$37,481	\$37,481	\$37,481	\$1,092	3.0%
Facilities Contracted Services	\$29,163	\$34,942	\$48,500	\$48,500	\$48,500	\$13,558	38.8%
Transport Contracted Services	\$52,184	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$307,971	\$85,394	\$135,001	\$135,001	\$135,001	\$49,607	58.1%
SUPPLIES							
Academic Supplies	\$60,495	\$94,140	\$49,501	\$49,501	\$49,501	-\$44,639	-47.4%
Operations Supplies	\$118,718	\$0	\$116,000	\$116,000	\$116,000	\$116,000	100.0%
TOTAL SUPPLIES	\$179,213	\$94,140	\$165,501	\$165,501	\$165,501	\$71,361	75.8%
MISCELLANEOUS	\$9,315	\$0	\$2,450	\$2,450	\$2,450	\$2,450	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$496,499	\$179,534	\$302,952	\$302,952	\$302,952	\$123,418	68.7%
TOTAL EXPENDITURES	\$6,791,703	\$6,757,763	\$6,959,700	\$6,959,700	\$6,980,686	\$222,923	3.3%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Longfellow Elementary School (261 students)

Principal: Nicole Bradeen

Address: 432 Stevens Ave, Portland, ME 04103

Longfellow Elementary School offers a student-centered approach to education, tailoring instruction to meet individual learning styles and needs. The curriculum integrates arts and sciences, fostering creativity and critical thinking. Community service projects are embedded into the school culture, teaching students the value of giving back. A supportive and collaborative environment ensures that every student feels connected and empowered to achieve their best.

Portland Public Schools
FY2026 Expenditure Summary
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Longfellow

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,840,027	\$2,691,915	\$2,832,882	\$2,832,882	\$2,836,338	\$144,423	5.4%
Temporary Salaries	\$154,169	\$80,583	\$202,291	\$202,291	\$202,291	\$121,708	151.0%
Total Salaries	\$2,994,196	\$2,772,498	\$3,035,173	\$3,035,173	\$3,038,629	\$266,131	9.6%
Benefits	\$822,503	\$880,754	\$904,971	\$904,971	\$914,473	\$33,719	3.8%
TOTAL SALARIES & BENEFITS	\$3,816,699	\$3,653,252	\$3,940,144	\$3,940,144	\$3,953,102	\$299,850	8.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$5,062	\$0	\$8,000	\$8,000	\$8,000	\$8,000	100.0%
SPED Contracted Services	\$28,118	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$5,101	\$9,337	\$8,300	\$8,300	\$8,300	-\$1,037	-11.1%
Ins & Legal Contracted Services	\$13,217	\$15,092	\$15,545	\$15,545	\$15,545	\$453	3.0%
Facilities Contracted Services	\$12,379	\$10,943	\$11,271	\$11,271	\$11,271	\$328	3.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$63,877	\$35,372	\$43,116	\$43,116	\$43,116	\$7,744	21.9%
SUPPLIES							
Academic Supplies	\$31,553	\$35,640	\$28,800	\$28,800	\$28,800	-\$6,840	-19.2%
Operations Supplies	\$32,434	\$0	\$41,959	\$41,959	\$41,959	\$41,959	100.0%
TOTAL SUPPLIES	\$63,987	\$35,640	\$70,759	\$70,759	\$70,759	\$35,119	98.5%
MISCELLANEOUS	\$1,043	\$0	\$1,500	\$1,500	\$1,500	\$1,500	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$727,643	\$705,811	\$705,811	\$705,811	-\$21,832	-3.0%
NON SALARY AND BENEFITS	\$128,907	\$798,655	\$821,186	\$821,186	\$821,186	\$22,531	2.8%
TOTAL EXPENDITURES	\$3,945,606	\$4,451,907	\$4,761,330	\$4,761,330	\$4,774,288	\$322,381	7.2%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Harrison Lyseth Elementary School (487 students)

Principal: Sara Goodall

Address: 175 Auburn St, Portland, ME 04103

Harrison Lyseth Elementary School is committed to academic excellence, offering a curriculum that challenges and inspires students. The school integrates technology and innovative teaching methods to enhance learning outcomes. A strong emphasis on character education helps students develop integrity, responsibility, and empathy. Extracurricular activities, including music and sports, provide well-rounded opportunities for personal growth.

Portland Public Schools
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Lyseth

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,412,011	\$4,414,085	\$4,681,324	\$4,696,618	\$4,701,080	\$286,995	6.5%
Temporary Salaries	\$326,189	\$116,279	\$230,047	\$230,047	\$230,047	\$113,768	97.8%
Total Salaries	\$4,738,200	\$4,530,364	\$4,911,371	\$4,926,665	\$4,931,127	\$400,763	8.8%
Benefits	\$1,365,471	\$1,423,877	\$1,451,874	\$1,453,732	\$1,465,704	\$41,827	2.9%
TOTAL SALARIES & BENEFITS	\$6,103,671	\$5,954,242	\$6,363,245	\$6,380,397	\$6,396,831	\$442,589	7.4%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$14,433	\$0	\$20,315	\$20,315	\$20,315	\$20,315	100.0%
SPED Contracted Services	\$11,891	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$8,269	\$12,325	\$13,024	\$13,024	\$13,024	\$699	5.7%
Ins & Legal Contracted Services	\$15,600	\$17,812	\$18,346	\$18,346	\$18,346	\$534	3.0%
Facilities Contracted Services	\$8,114	\$18,014	\$8,722	\$8,722	\$8,722	-\$9,292	-51.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$58,307	\$48,151	\$60,407	\$60,407	\$60,407	\$12,256	25.5%
SUPPLIES							
Academic Supplies	\$69,475	\$66,420	\$46,194	\$46,194	\$46,194	-\$20,226	-30.5%
Operations Supplies	\$45,243	\$0	\$37,656	\$37,656	\$37,656	\$37,656	100.0%
TOTAL SUPPLIES	\$114,718	\$66,420	\$83,850	\$83,850	\$83,850	\$17,430	26.2%
MISCELLANEOUS	\$10,732	\$7,451	\$9,558	\$9,558	\$9,558	\$2,107	28.3%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$1,175,242	\$1,137,358	\$1,137,358	\$1,137,358	-\$37,884	-3.2%
NON SALARY AND BENEFITS	\$183,757	\$1,297,264	\$1,291,173	\$1,291,173	\$1,291,173	-\$6,091	-0.5%
TOTAL EXPENDITURES	\$6,287,428	\$7,251,506	\$7,654,418	\$7,671,570	\$7,688,004	\$436,498	6.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Lyman Moore Middle School (467 students)

Principal: Darralynn Jones

Address: 171 Auburn Street, Portland, ME 04103

Lyman Moore Middle School focuses on fostering a community of learners who are curious, compassionate, and committed to personal growth. The school offers a variety of programs aimed at developing critical thinking and leadership skills. Collaborative teaching practices and a supportive environment ensure that students are well-prepared for high school and beyond. Community partnerships enhance the educational experience by connecting students with real-world learning opportunities.

Portland Public Schools
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Moore Middle

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$5,535,969	\$5,171,340	\$5,284,443	\$5,284,443	\$5,291,305	\$119,965	2.3%
Temporary Salaries	\$280,120	\$196,653	\$314,938	\$314,938	\$314,939	\$118,286	60.1%
Total Salaries	\$5,816,089	\$5,367,993	\$5,599,381	\$5,599,381	\$5,606,244	\$238,251	4.4%
Benefits	\$1,655,194	\$1,735,251	\$1,727,023	\$1,727,023	\$1,745,229	\$9,978	0.6%
TOTAL SALARIES & BENEFITS	\$7,471,283	\$7,103,244	\$7,326,404	\$7,326,404	\$7,351,473	\$248,229	3.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$20,579	\$0	\$9,293	\$9,293	\$9,293	\$9,293	100.0%
SPED Contracted Services	\$83,786	\$10,440	\$0	\$0	\$0	-\$10,440	-100.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$112,965	\$15,365	\$29,827	\$29,827	\$29,827	\$14,462	94.1%
Ins & Legal Contracted Services	\$32,273	\$36,850	\$37,956	\$37,956	\$37,956	\$1,106	3.0%
Facilities Contracted Services	\$51,787	\$20,966	\$40,337	\$40,337	\$40,337	\$19,371	92.4%
Transport Contracted Services	\$54,769	\$3,591	\$0	\$0	\$0	-\$3,591	-100.0%
TOTAL CONTRACTED SERVICES	\$356,159	\$87,211	\$117,413	\$117,413	\$117,413	\$30,202	34.6%
SUPPLIES							
Academic Supplies	\$67,560	\$104,345	\$34,684	\$34,683	\$34,683	-\$69,662	-66.8%
Operations Supplies	\$210,879	\$0	\$189,608	\$189,608	\$189,608	\$189,608	100.0%
TOTAL SUPPLIES	\$278,439	\$104,345	\$224,292	\$224,291	\$224,291	\$119,946	115.0%
MISCELLANEOUS	\$16,495	\$0	\$9,980	\$9,980	\$9,980	\$9,980	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$651,093	\$191,556	\$351,684	\$351,684	\$351,684	\$160,128	83.6%
TOTAL EXPENDITURES	\$8,122,376	\$7,294,800	\$7,678,088	\$7,678,088	\$7,703,157	\$408,357	5.6%



PORTLAND PUBLIC SCHOOLS
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Ocean Avenue Elementary School (335 students)

Principal: Beverly Stevens

Address: 150 Ocean Avenue, Portland, ME 04103

Ocean Avenue Elementary School, an International Baccalaureate (IB) School, is known for its modern facilities and commitment to sustainability. The school incorporates environmental education into its curriculum, teaching students the importance of ecological responsibility. A strong emphasis on the arts allows students to explore various forms of creative expression. The dedicated staff works to create an inclusive atmosphere where diversity is celebrated, and every student is encouraged to excel.

Portland Public Schools
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Ocean Ave

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,251,214	\$4,338,540	\$4,327,182	\$4,332,175	\$4,338,731	\$191	0.0%
Temporary Salaries	\$170,049	\$122,492	\$234,598	\$234,598	\$234,598	\$112,106	91.5%
Total Salaries	\$4,421,264	\$4,461,032	\$4,561,780	\$4,566,773	\$4,573,329	\$112,297	2.5%
Benefits	\$1,323,472	\$1,471,811	\$1,461,492	\$1,462,099	\$1,480,032	\$8,221	0.6%
TOTAL SALARIES & BENEFITS	\$5,744,736	\$5,932,843	\$6,023,272	\$6,028,872	\$6,053,361	\$120,518	2.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$22,685	\$0	\$11,745	\$11,745	\$11,745	\$11,745	100.0%
SPED Contracted Services	\$126,471	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$23,474	\$9,657	\$11,208	\$11,208	\$11,208	\$1,551	16.1%
Ins & Legal Contracted Services	\$21,731	\$24,814	\$25,558	\$25,558	\$25,558	\$744	3.0%
Facilities Contracted Services	\$17,481	\$12,475	\$16,672	\$16,672	\$16,672	\$4,197	33.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$211,841	\$46,946	\$65,183	\$65,183	\$65,183	\$18,237	38.8%
SUPPLIES							
Academic Supplies	\$46,454	\$46,035	\$22,780	\$22,780	\$22,780	-\$23,255	-50.5%
Operations Supplies	\$69,797	\$0	\$80,000	\$80,000	\$80,000	\$80,000	100.0%
TOTAL SUPPLIES	\$116,252	\$46,035	\$102,780	\$102,780	\$102,780	\$56,745	123.3%
MISCELLANEOUS	\$11,877	\$0	\$11,934	\$11,934	\$11,934	\$11,934	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$339,970	\$92,981	\$179,897	\$179,897	\$179,897	\$86,916	93.5%
TOTAL EXPENDITURES	\$6,084,706	\$6,025,824	\$6,203,169	\$6,208,769	\$6,233,258	\$207,434	3.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Arts and Technology High School (PATHS)

Director: Kevin Stilphen

Address: 196 Allen Ave, Portland, ME 04103

PATHS offers hands-on, technical education to prepare students for a wide range of high-skill, high-wage, and high-demand careers. Programs include culinary arts, automotive technology, and multimedia communications, among others. Students from various high schools attend PATHS part-time to gain practical skills and industry certifications. The school collaborates with local businesses and organizations to provide real-world learning experiences and internships.

Portland Public Schools
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PATHS

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,460,944	\$2,474,945	\$2,567,303	\$2,567,303	\$2,571,197	\$96,252	3.9%
Temporary Salaries	\$168,974	\$27,538	\$85,258	\$85,258	\$85,258	\$57,720	209.6%
Total Salaries	\$2,629,918	\$2,502,482	\$2,652,561	\$2,652,561	\$2,656,455	\$153,973	6.2%
Benefits	\$713,613	\$856,059	\$827,535	\$827,535	\$836,398	-\$19,661	-2.3%
TOTAL SALARIES & BENEFITS	\$3,343,532	\$3,358,541	\$3,480,096	\$3,480,096	\$3,492,853	\$134,312	4.0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$41,866	\$55,105	\$35,104	\$35,104	\$35,104	-\$20,001	-36.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$47,786	\$42,253	\$17,453	\$17,453	\$17,453	-\$24,800	-58.7%
Ins & Legal Contracted Services	\$51,716	\$59,050	\$59,050	\$59,050	\$59,050	\$0	0.0%
Facilities Contracted Services	\$57,474	\$25,773	\$52,113	\$52,113	\$52,113	\$26,340	102.2%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$198,841	\$182,182	\$163,720	\$163,720	\$163,720	-\$18,462	-10.1%
SUPPLIES							
Academic Supplies	\$241,223	\$234,418	\$110,000	\$110,000	\$110,000	-\$124,418	-53.1%
Operations Supplies	\$216,706	\$241,834	\$235,259	\$235,259	\$235,259	-\$6,575	-2.7%
TOTAL SUPPLIES	\$457,929	\$476,252	\$345,259	\$345,259	\$345,259	-\$130,993	-27.5%
MISCELLANEOUS	\$22,905	\$29,130	\$0	\$0	\$0	-\$29,130	-100.0%
CAPITAL EQUIPMENT	\$66,724	\$55,000	\$0	\$0	\$0	-\$55,000	-100.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$746,399	\$742,564	\$508,979	\$508,979	\$508,979	-\$233,585	-31.5%
TOTAL EXPENDITURES	\$4,089,931	\$4,101,106	\$3,989,075	\$3,989,075	\$4,001,832	-\$99,274	-2.4%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Peaks Island School (41 students)

Teacher Leader: Kelly Hasson

Address: 4 Church Avenue, Portland, ME 04108

Peaks Island School provides a unique educational setting, surrounded by the natural beauty of Peaks Island. The small student body allows for personalized instruction and strong community bonds. The curriculum leverages the island's resources, offering hands-on learning experiences in marine biology, ecology, and local history. Community events and partnerships enrich the educational experience, making the school a central hub for island residents.

Portland Public Schools
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Peaks Island

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$841,748	\$907,487	\$987,960	\$987,960	\$989,102	\$81,615	9.0%
Temporary Salaries	\$137,966	\$31,888	\$37,122	\$37,122	\$37,122	\$5,234	16.4%
Total Salaries	\$979,714	\$939,375	\$1,025,082	\$1,025,082	\$1,026,224	\$86,849	9.2%
Benefits	\$237,656	\$298,844	\$306,240	\$306,240	\$309,354	\$10,510	3.5%
TOTAL SALARIES & BENEFITS	\$1,217,370	\$1,238,219	\$1,331,322	\$1,331,322	\$1,335,578	\$97,359	7.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$35,465	\$42,780	\$45,586	\$45,586	\$45,586	\$2,806	6.6%
SPED Contracted Services	\$51,086	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$1,708	\$2,478	\$2,553	\$2,553	\$2,553	\$75	3.0%
Ins & Legal Contracted Services	\$4,069	\$4,647	\$4,786	\$4,786	\$4,786	\$139	3.0%
Facilities Contracted Services	\$1,530	\$2,185	\$1,753	\$1,753	\$1,753	-\$432	-19.8%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$93,858	\$52,091	\$54,678	\$54,678	\$54,678	\$2,587	5.0%
SUPPLIES							
Academic Supplies	\$9,378	\$11,610	\$9,896	\$9,896	\$9,896	-\$1,714	-14.8%
Operations Supplies	\$47,676	\$0	\$47,040	\$47,040	\$47,040	\$47,040	100.0%
TOTAL SUPPLIES	\$57,054	\$11,610	\$56,936	\$56,936	\$56,936	\$45,326	390.4%
MISCELLANEOUS	\$431	\$0	\$678	\$678	\$678	\$678	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$151,343	\$63,701	\$112,292	\$112,292	\$112,292	\$48,591	76.3%
TOTAL EXPENDITURES	\$1,368,713	\$1,301,919	\$1,443,614	\$1,443,614	\$1,447,870	\$145,951	11.2%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland High School (900 students)

Principal: Sheila Jepson

Address: 284 Cumberland Ave, Portland, ME 04101

Established in 1821, Portland High School is one of the oldest public high schools in the United States. The school prides itself on academic excellence and community engagement. A diverse array of programs, including career and technical education, ensures that students are prepared for various post-secondary paths. The school's urban setting provides students with unique opportunities to connect with the broader Portland community.

Portland Public Schools
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Portland High

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$7,867,522	\$7,525,051	\$7,939,911	\$7,939,911	\$7,947,912	\$422,861	5.6%
Temporary Salaries	\$688,944	\$482,937	\$662,745	\$662,745	\$662,745	\$179,808	37.2%
Total Salaries	\$8,556,465	\$8,007,989	\$8,602,656	\$8,602,656	\$8,610,657	\$602,668	7.5%
Benefits	\$2,212,547	\$2,412,908	\$2,443,614	\$2,443,614	\$2,464,569	\$51,661	2.1%
TOTAL SALARIES & BENEFITS	\$10,769,012	\$10,420,897	\$11,046,270	\$11,046,270	\$11,075,226	\$654,329	6.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$50,897	\$0	\$19,800	\$19,800	\$19,800	\$19,800	100.0%
SPED Contracted Services	\$35,015	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$118,352	\$25,547	\$129,554	\$129,554	\$129,554	\$104,007	407.1%
Ins & Legal Contracted Services	\$77,444	\$88,427	\$91,080	\$91,080	\$91,080	\$2,653	3.0%
Facilities Contracted Services	\$269,935	\$263,368	\$254,580	\$254,580	\$254,580	-\$8,788	-3.3%
Transport Contracted Services	\$127,270	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$678,912	\$377,341	\$495,014	\$495,014	\$495,014	\$117,673	31.2%
SUPPLIES							
Academic Supplies	\$192,685	\$304,209	\$145,400	\$145,400	\$145,400	-\$158,809	-52.2%
Operations Supplies	\$231,943	\$0	\$221,193	\$221,193	\$221,193	\$221,193	100.0%
TOTAL SUPPLIES	\$424,629	\$304,209	\$366,593	\$366,593	\$366,593	\$62,384	20.5%
MISCELLANEOUS	\$69,218	\$0	\$69,430	\$69,430	\$69,430	\$69,430	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,172,759	\$681,550	\$931,037	\$931,037	\$931,037	\$249,487	36.6%
TOTAL EXPENDITURES	\$11,941,771	\$11,102,447	\$11,977,307	\$11,977,307	\$12,006,263	\$903,816	8.1%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Presumpscot Elementary School (263 students)

Principal: Angela Taylor

Address: 69 Presumpscot St, Portland, ME 04103

Presumpscot Elementary School, an Expeditionary Learning school, fosters a collaborative learning environment where students, teachers, and families work together to achieve academic success. The school emphasizes social-emotional learning, ensuring that students develop the skills necessary for personal and academic growth. Innovative teaching practices and a rich array of extracurricular activities provide a well-rounded educational experience. Community involvement is encouraged, strengthening the bond between the school and its stakeholders.

Portland Public Schools
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Presumpscot

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,836,422	\$3,186,206	\$3,322,472	\$3,322,472	\$3,327,456	\$141,250	4.4%
Temporary Salaries	\$159,849	\$116,491	\$269,158	\$269,158	\$269,158	\$152,667	131.1%
Total Salaries	\$2,996,271	\$3,302,697	\$3,591,630	\$3,591,630	\$3,596,614	\$293,917	8.9%
Benefits	\$864,062	\$1,071,023	\$1,125,436	\$1,125,436	\$1,139,506	\$68,483	6.4%
TOTAL SALARIES & BENEFITS	\$3,860,332	\$4,373,720	\$4,717,066	\$4,717,066	\$4,736,120	\$362,400	8.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$26,882	\$0	\$2,426	\$2,426	\$2,426	\$2,426	100.0%
SPED Contracted Services	\$52,331	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$18,638	\$7,973	\$8,212	\$8,212	\$8,212	\$239	3.0%
Ins & Legal Contracted Services	\$7,833	\$8,944	\$9,212	\$9,212	\$9,212	\$268	3.0%
Facilities Contracted Services	\$18,528	\$13,950	\$17,629	\$17,629	\$17,629	\$3,679	26.4%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$124,212	\$30,866	\$37,479	\$37,479	\$37,479	\$6,613	21.4%
SUPPLIES							
Academic Supplies	\$32,907	\$35,910	\$34,445	\$34,445	\$34,445	-\$1,465	-4.1%
Operations Supplies	\$75,438	\$0	\$70,781	\$70,781	\$70,781	\$70,781	100.0%
TOTAL SUPPLIES	\$108,344	\$35,910	\$105,226	\$105,226	\$105,226	\$69,316	193.0%
MISCELLANEOUS	\$1,058	\$0	\$600	\$600	\$600	\$600	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$1,320,534	\$1,280,914	\$1,280,914	\$1,280,914	-\$39,620	-3.0%
NON SALARY AND BENEFITS	\$233,615	\$1,387,310	\$1,424,219	\$1,424,219	\$1,424,219	\$36,909	2.7%
TOTAL EXPENDITURES	\$4,093,947	\$5,761,030	\$6,141,285	\$6,141,285	\$6,160,339	\$399,309	6.9%



PORTLAND PUBLIC SCHOOLS
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Howard C. Reiche Community School (466 students)

Teacher Leaders: Lorraine Bobinsky, Anne Dalphin, David Briley

Address: 166 Brackett St, Portland, ME 04102

Howard C. Reiche Community School emphasizes experiential learning, encouraging students to engage in hands-on projects that connect classroom lessons to real-world applications. The school's diverse community enriches the educational experience, promoting cross-cultural understanding and respect. Partnerships with local businesses and organizations provide students with unique learning opportunities beyond the classroom. A focus on environmental education instills a sense of responsibility toward the planet.

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Reiche

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,662,439	\$5,138,282	\$5,469,769	\$5,469,769	\$5,475,508	\$337,226	6.6%
Temporary Salaries	\$343,976	\$147,597	\$320,281	\$320,281	\$320,283	\$172,686	117.0%
Total Salaries	\$5,006,415	\$5,285,879	\$5,790,050	\$5,790,050	\$5,795,791	\$509,912	9.6%
Benefits	\$1,481,512	\$1,674,450	\$1,750,191	\$1,750,191	\$1,764,838	\$90,388	5.4%
TOTAL SALARIES & BENEFITS	\$6,487,927	\$6,960,330	\$7,540,241	\$7,540,241	\$7,560,629	\$600,299	8.6%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$11,765	\$0	\$9,742	\$9,742	\$9,742	\$9,742	100.0%
SPED Contracted Services	\$202,794	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$35,656	\$12,670	\$26,830	\$26,830	\$26,830	\$14,160	111.8%
Ins & Legal Contracted Services	\$27,500	\$31,401	\$32,343	\$32,343	\$32,343	\$942	3.0%
Facilities Contracted Services	\$29,274	\$31,156	\$29,419	\$29,419	\$29,419	-\$1,737	-5.6%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$306,989	\$75,227	\$98,334	\$98,334	\$98,334	\$23,107	30.7%
SUPPLIES							
Academic Supplies	\$62,821	\$69,660	\$43,609	\$43,609	\$43,609	-\$26,051	-37.4%
Operations Supplies	\$108,603	\$0	\$106,366	\$106,366	\$106,366	\$106,366	100.0%
TOTAL SUPPLIES	\$171,423	\$69,660	\$149,975	\$149,975	\$149,975	\$80,315	115.3%
MISCELLANEOUS	\$2,486	\$0	\$2,526	\$2,526	\$2,526	\$2,526	100.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$791,130	\$767,394	\$767,394	\$767,394	-\$23,736	-3.0%
NON SALARY AND BENEFITS	\$480,898	\$936,018	\$1,018,229	\$1,018,229	\$1,018,229	\$82,211	8.8%
TOTAL EXPENDITURES	\$6,968,825	\$7,896,347	\$8,558,470	\$8,558,470	\$8,578,858	\$682,511	8.6%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Amanda C. Rowe Elementary School (468 students)

Principal: Bill Anton

Address: 23 Orono Road, Portland, ME 04102

Amanda C. Rowe Elementary School is dedicated to fostering a nurturing and inclusive environment where every student is encouraged to reach their full potential. The school emphasizes community involvement, ensuring that families play an active role in the educational journey. With a curriculum that balances academic rigor with social-emotional learning, students are prepared for future challenges. The dedicated staff strives to create a supportive atmosphere that celebrates diversity and promotes a love for learning.

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Rowe

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,463,363	\$5,132,069	\$5,360,232	\$5,341,269	\$5,348,046	\$215,977	4.2%
Temporary Salaries	\$254,343	\$137,273	\$324,269	\$324,270	\$324,268	\$186,995	136.2%
Total Salaries	\$4,717,706	\$5,269,342	\$5,684,501	\$5,665,539	\$5,672,314	\$402,972	7.6%
Benefits	\$1,430,935	\$1,696,604	\$1,755,445	\$1,744,142	\$1,762,606	\$66,002	3.9%
TOTAL SALARIES & BENEFITS	\$6,148,641	\$6,965,946	\$7,439,946	\$7,409,681	\$7,434,920	\$468,974	6.7%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$20,222	\$0	\$11,336	\$11,336	\$11,336	\$11,336	100.0%
SPED Contracted Services	\$169,990	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$141,029	\$10,459	\$25,036	\$25,036	\$25,036	\$14,577	139.4%
Ins & Legal Contracted Services	\$16,700	\$19,069	\$19,641	\$19,641	\$19,641	\$572	3.0%
Facilities Contracted Services	\$15,639	\$11,947	\$14,934	\$14,934	\$14,934	\$2,987	25.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$363,579	\$41,475	\$70,947	\$70,947	\$70,947	\$29,472	71.1%
SUPPLIES							
Academic Supplies	\$168,946	\$66,690	\$37,973	\$37,973	\$37,973	-\$28,717	-43.1%
Operations Supplies	\$96,318	\$0	\$93,896	\$93,896	\$93,896	\$93,896	100.0%
TOTAL SUPPLIES	\$265,264	\$66,690	\$131,869	\$131,869	\$131,869	\$65,179	97.7%
MISCELLANEOUS	\$7,174	\$0	\$2,748	\$2,748	\$2,748	\$2,748	100.0%
CAPITAL EQUIPMENT	\$628	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$636,645	\$108,165	\$205,564	\$205,564	\$205,564	\$97,399	90.0%
TOTAL EXPENDITURES	\$6,785,286	\$7,074,112	\$7,645,510	\$7,615,245	\$7,640,484	\$566,372	8.0%



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Gerald E. Talbot Community School (393 students)

Principal: Terry Young

Address: 1600 Forest Ave, Portland, ME 04103

Named in honor of Maine's first African-American legislator, Gerald E. Talbot Community School celebrates diversity and inclusion at its core. The curriculum is designed to promote cultural awareness and social justice, preparing students to be active, informed citizens. Community engagement is a cornerstone, with numerous programs connecting students to local history and contemporary issues. The school's supportive environment ensures that all students have the resources and encouragement they need to succeed.

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Talbot

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$4,861,237	\$5,200,201	\$5,712,677	\$5,712,678	\$5,722,072	\$521,871	10.0%
Temporary Salaries	\$180,802	\$216,036	\$309,684	\$309,684	\$309,684	\$93,648	43.3%
Total Salaries	\$5,042,039	\$5,416,237	\$6,022,361	\$6,022,362	\$6,031,756	\$615,519	11.4%
Benefits	\$1,568,187	\$1,774,829	\$1,982,063	\$1,982,062	\$2,007,716	\$232,887	13.1%
TOTAL SALARIES & BENEFITS	\$6,610,226	\$7,191,066	\$8,004,424	\$8,004,424	\$8,039,472	\$848,406	11.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$19,280	\$0	\$500	\$500	\$500	\$500	100.0%
SPED Contracted Services	\$209,328	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$154,815	\$11,316	\$12,800	\$12,800	\$12,800	\$1,484	13.1%
Ins & Legal Contracted Services	\$32,219	\$36,788	\$37,892	\$37,892	\$37,892	\$1,104	3.0%
Facilities Contracted Services	\$19,037	\$43,179	\$21,828	\$21,828	\$21,828	-\$21,351	-49.4%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$434,679	\$91,282	\$73,020	\$73,020	\$73,020	-\$18,262	-20.0%
SUPPLIES							
Academic Supplies	\$66,708	\$51,435	\$46,449	\$46,449	\$46,449	-\$4,986	-9.7%
Operations Supplies	\$113,095	\$0	\$153,519	\$153,519	\$153,519	\$153,519	100.0%
TOTAL SUPPLIES	\$179,803	\$51,435	\$199,968	\$199,968	\$199,968	\$148,533	288.8%
MISCELLANEOUS	\$3,384	\$0	\$4,860	\$4,860	\$4,860	\$4,860	100.0%
CAPITAL EQUIPMENT	-\$2,417	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$615,448	\$142,717	\$277,848	\$277,848	\$277,848	\$135,131	94.7%
TOTAL EXPENDITURES	\$7,225,673	\$7,333,784	\$8,282,272	\$8,282,272	\$8,317,320	\$983,536	13.4%



Fiscal Year 2026 Department-Based Expenses

PORTLAND PUBLIC SCHOOLS

For the FY26 budget, we required detailed non-personnel budgets from each department – built from a zero-based budget where every dollar of non-personnel costs is justified and aligned to the strategic plan. We also reviewed staffing proposals to each department’s current staffing levels and the priorities of the strategic plan. Shown are the descriptions of each department, their full-time-equivalent (FTE) staff, the initiatives of the strategic plan that they are responsible for, as well as their overall expenses:

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Central Office Summary

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$14,075,637	\$16,209,531	\$17,597,690	\$17,595,025	\$17,431,464	\$1,221,933	7.5%
Temporary Salaries	\$700,178	\$1,433,764	\$895,743	\$898,408	\$917,237	-\$516,527	-36.0%
Total Salaries	\$14,775,814	\$17,643,295	\$18,493,433	\$18,493,433	\$18,348,701	\$705,406	4.0%
Total Benefits	\$4,948,425	\$5,998,316	\$5,912,825	\$5,911,713	\$5,956,614	-\$41,702	-0.7%
TOTAL SALARIES & BENEFITS	\$19,724,240	\$23,641,611	\$24,406,258	\$24,405,146	\$24,305,315	\$663,704	2.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$1,072,317	\$1,181,628	\$1,434,432	\$1,419,192	\$1,400,132	\$218,504	18.5%
SPED Contracted Services	\$3,862,389	\$3,940,000	\$4,000,000	\$4,000,000	\$4,025,000	\$85,000	2.2%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$3,636,580	\$2,760,990	\$3,004,096	\$2,981,996	\$2,806,996	\$46,006	1.7%
Ins & Legal Contracted Services	\$710,863	\$616,716	\$640,034	\$640,034	\$640,034	\$23,318	3.8%
Facilities Contracted Services	\$2,901,026	\$2,762,338	\$2,887,810	\$2,887,810	\$2,887,810	\$125,472	4.5%
Transport Contracted Services	\$770,939	\$600,000	\$865,000	\$865,000	\$865,000	\$265,000	44.2%
TOTAL CONTRACTED SERVICES	\$12,954,114	\$11,861,672	\$12,831,372	\$12,794,032	\$12,624,972	\$763,300	6.4%
SUPPLIES							
Academic Supplies	\$2,923,221	\$1,266,486	\$1,099,456	\$1,086,356	\$1,061,426	-\$205,060	-16.2%
Operations Supplies	\$2,729,894	\$4,415,143	\$2,911,845	\$2,911,845	\$2,911,845	-\$1,503,298	-34.0%
SUPPLIES	\$5,653,115	\$5,681,629	\$4,011,301	\$3,998,201	\$3,973,271	-\$1,708,358	-30.1%
MISCELLANEOUS	\$457,801	\$250,352	\$519,550	\$519,550	\$519,550	\$269,198	107.5%
CAPITAL EQUIPMENT	\$1,737,118	\$713,190	\$482,400	\$482,400	\$482,400	-\$230,790	-32.4%
DEBT SERVICE	\$12,614,737	\$9,060,675	\$9,664,247	\$9,664,247	\$9,664,247	\$603,572	6.7%
TOTAL NON SALARY AND BENEFITS	\$33,416,885	\$27,567,518	\$27,508,870	\$27,458,430	\$27,264,440	-\$303,078	-1.1%
TOTAL EXPENDITURES	\$53,141,124	\$51,209,129	\$51,915,128	\$51,863,576	\$51,569,755	\$360,626	0.7%



Personnel Changes by Department for FY26

Position	FY26 FTE	Change
COMMUNICATIONS		
TV3 Manager	+12	Changed from .38 to .50 to reflect the work hours of the role
DISTRICT PRE-K		
Pre-K Social Worker	+5	Increase .5 position to 1.0 to better meet needs of students at Pre-K partner sites
Senior Director of Early Childhood Education	+1.0	Added position to lead existing pre-K programs and planning for future assumption of responsibilities for early childhood special education services from Child Development Services
Director of Early Childhood Special Education	0	Title change from Pre-K Special Ed Teacher Leader to recognize increased responsibility/ planning for CDS transition
FACILITIES		
Building Custodian II-2ND Shift Floater	+1.0	Added position to provide additional coverage for evening cleaning
Skilled Trades II	+1.0	Added position to provide additional building maintenance
HVAC Technician II	-1.0	Removed position in anticipation of outsourcing HVAC
FINANCE		
Executive Director of Finance	0	Title change for Senior Exec Director of Finance & Operations
HUMAN RESOURCES (HR)		
HR Project Manager	0	Title change for HR Benefits Manager
HR Analyst	0	Title change for HR Generalists
HR Hiring Coordinator	0	Title change for HR Generalist
IT/DATA		
Assistant Director - Engineering	+1.0	Added position to support IT team to build a more robust network system
Assistant Director - IT Services	0	Title change for Technology Integration Coordinator
Manager - Data Systems	0	Title change for Data Specialist
MULTILINGUAL (MLC)		
Grant Manager	+5	Added position (Grant funded)
Multilingual Housing Navigation Specialist	+1.0	Added position (Grant funded)

MLC Parent Communication Specialist	+6	Changed from .4 position to 1.0
MLC Academic Enrichment Specialist (MS Make it Happen Coordinator)	-.50	Removed position
MLC Parent Communication Specialist	-2.3	Removed three positions with a combined 2.3FTE
Enrollment Manager	+1.0	Added position
Enrollment Specialist	-1.0	Position was eliminated
Language Access Coordinator	-.2	Position was reduced by .2 FTE
STUDENT SUPPORT SERVICES		
Director, Support Services	0	Title change from Assistant Director, Clinical Supports
Coordinator - Related Services	+1.0	Added position after special education review
Coordinator - BEACH/FLS/FA Programs	+1.0	Added position after special education review
Coordinator - BREATHE	+1.0	Added position after special education review
Board Certified Behavior Analyst	+2.0	Added two positions after special education review
Speech Therapist	+1.0	Added position after special education review
Occupational Therapist	+1.0	Added position after special education review
Project Manager	+1.0	Added position after special education review
Clinical Coach	-1.0	Position reduced but responsibilities for clinical support covered Director of Support Services and contracts
Senior Director of Special Education and Support Services	0	Title change for Director of Special Education
Director of Specialized Programming	0	Title change for Assistant Director of Special Education
TRANSPORTATION		
Van Driver - Full Year	+1.0	Addition of a van driver to take over a special education run that is currently operated by a vendor
Bus Assistant - Full Year (7 positions)	0	Title Change for 7 Assistants from School Year to Full Year to recognize that they are already working year-round in support of Extended School Year programs for students with IEPs
Bus Assistant - School Year	+1.0	Added position to fully meet needs for school year and summer (Extended School Year) specialized transportation
TOTAL		
Additional Full Time Equivalent	17.72	
Reductions	-6	
Adjustments	11.0	



Elementary and Secondary Networks (Angela Atkinson Duina, Ed.D.; Abdullahi Ahmed, Ed.D.)

The Elementary and Secondary Networks department oversees the instructional programs and leads K-12 education in PPS. This includes implementing high-quality instructional materials, supporting teacher and leader development, and strengthening learning environments to promote academic excellence.

Strategic Plan Initiatives:

- K-12: Support the use of high-quality instructional materials that provide students with consistent access to grade-level tasks and foster high levels of cognitive engagement.
- Continue and strengthen the HS Redesign Process, re-envisioning the high school experience, including stronger academic, career, and technical education experiences to better prepare students for college and career.
- Develop the capacity of schools to provide more effective instruction to multilingual learners to develop English proficiency and by integrating English language development strategies into the teaching of core content.
- Design and implement a plan to increase students' access to enrichment subjects (e.g., arts, computer science, world languages) to engage students and better prepare for their futures.
- Increase the capacity of schools to create and implement whole-school systems, SEL curriculum, and relationships that promote a joyful, supportive, and safe school culture.
- Design and implement student leadership opportunities to amplify student voices so that they are heard and incorporated into system/school decisions.

	FY 25	FY 26
Full Time Equivalent Staff	16	16

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Academics

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,195,758	\$1,785,473	\$1,751,915	\$1,751,915	\$1,751,915	-\$33,558	-1.9%
Temporary Salaries	\$58,531	\$35,000	\$106,723	\$106,723	\$106,723	\$71,723	204.9%
Total Salaries	\$1,254,289	\$1,820,473	\$1,858,638	\$1,858,638	\$1,858,638	\$38,165	2.1%
Total Benefits	\$369,641	\$587,227	\$432,165	\$432,165	\$439,085	-\$148,142	-25.2%
TOTAL SALARIES & BENEFITS	\$1,623,931	\$2,407,700	\$2,290,803	\$2,290,803	\$2,297,723	-\$109,977	-4.6%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$389,464	\$518,221	\$613,418	\$598,178	\$579,118	\$60,897	11.8%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$183,966	\$1,122,000	\$629,670	\$607,570	\$522,570	-\$599,430	-53.4%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$10,202	\$10,500	\$0	\$0	\$0	-\$10,500	-100.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$583,632	\$1,650,721	\$1,243,088	\$1,205,748	\$1,101,688	-\$549,033	-33.3%
SUPPLIES							
Academic Supplies	\$136,307	\$656,400	\$510,694	\$497,594	\$482,664	-\$173,736	-26.5%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$136,307	\$656,400	\$510,694	\$497,594	\$482,664	-\$173,736	-26.5%
MISCELLANEOUS	\$8,085	\$39,000	\$58,750	\$58,750	\$58,750	\$19,750	50.6%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$728,025	\$2,346,121	\$1,812,532	\$1,762,092	\$1,643,102	-\$703,019	-30.0%
TOTAL EXPENDITURES	\$2,351,956	\$4,753,821	\$4,103,335	\$4,052,895	\$3,940,825	-\$812,996	-17.1%



ACADEMICS

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$381,596	Field Work Partners (Wabanaki) (\$17,000) Audubon Contract for K-5 Field Work (\$7,500) Social Emotional Learning Facing History Technical Assistance (\$3,500) PBIS Conference Registration (\$250) Expeditionary Learning Model Contract at Presumpscot (\$24,090) Expeditionary Learning Model Contract at King (\$36,165) Expeditionary Learning Model Contract at Casco Bay (\$24,090) Principal Development (\$25,000) Jobs for Maine Graduates (\$54,000) LearningWorks MOU (\$90,000) ESOL Audit Review (\$100,000)
Employee Training and Development Services	\$24,350	CKLA (Foundational Skills K-2 Curriculum) Professional Development (\$6,750) mClass training for K and 1st grade teachers (new assessment) (\$2,500) Orton Gillingham Training for Reading Interventionists (\$6,300) Orton Gillingham Training Certification for Lead (\$2,350) Social Emotional Learning Positive Behavior Interventions and Supports Check In Check Out Training for 2 (\$400) Social Emotional Learning Positive Behavior Interventions and Supports State Conference for Cohort Schools (required) (\$800) Positive Behavior Interventions and Supports Regional Conference (\$1250) Lexia Professional Development (\$4,000)
Phone	\$7,000	K-12 Social Worker Cell Phones \$7,000
Software/annual subscription	\$515,583	Elementary mClass (foundational skills assessment) student licenses (\$27,936) Elementary Amplify science curriculum teacher licenses (\$6,626) Elementary Illustrative Mathematics student licenses (\$59,619) Lexia foundational skills support for grades 3-5 student licenses (\$36,200) Social Emotional Learning new curriculum replacing Second Step (\$72,000) Social Emotional Learning School Wide Information System (\$7,675) K-12 Britannica Encyclopedia (\$3,675) K-12 Follett/Destiny Library Software (\$23,640) PebbleGo Nonfiction for Early Learners (\$10,640) K-12 Overdrive/Sora Audiobooks (\$6,000) Navigate 360 Threat Assessment Management and Training Package (\$7,500) ELlevation Lau Plan Platform(\$65,000) Cengage National Geographic (\$2,000) SEL 7 Mindsets SEL Curriculum (\$33,000) Cognia/Centerpoint (\$8,088) Classify (\$11,338) Desmos (\$56,771) Gizmos (\$5,670)

		HS Discretionary Tech (\$15,000) Lexia Power Up (\$31,500) IXL (\$12,000) WeVideo (\$8,635) Culturegrams (\$2,860) NY Times (\$2,210)
Printing/Binding	\$13,275	Printing of Wabanaki posters, maps, and artifacts (\$6,000) Wabanaki Printed Supplies (\$7,275)
Staff Travel	\$9,485	Travel for Positive Behavior Interventions and Supports Regional Conference (\$1,250) Mobile Maker Space Ferry (\$100) Positive Behavior Interventions and Supports Cohort Schools Mileage (\$925) Travel for Spanish Cultural Assistant (\$460) Black History Staff Travel (\$1,000) Mileage Reimbursement for Music Teachers and Misc. (\$5,000) Wabanaki Studies Staff Travel (\$750)
General Supplies	\$46,724	Field Work Consumables (\$2,924) Amplify Science Supplies (\$4,300) Social Emotional Restorative Question Card Elementary/Secondary (\$200) Elementary Network Incidentals (\$1,800) Cengage/National Geographic & EL ELA Supplemental Texts (\$24,000) Cell phone locks for MS (\$10,000) Secondary Network Team General Supplies (\$3,500)
Books/Periodicals	\$408,190	Elementary Illustrative Mathematics Workbooks (\$116,582) EL English Language Arts Workbooks (\$131,805) mClass (Foundational Skills Assessment) kits (\$3,685) CKLA (K-2 Foundational Skills Curriculum) Workbooks (\$61,154) Elementary Amplify Science Curriculum Workbooks (\$16,579) EL ELA Consumables (\$74,520) Wabanaki Studies Books (\$3,865)
Software Licenses	\$24,200	District Management Group Scheduling licenses for 9 schools (\$16,700) Navigate 360 (\$7,500)
Dues and Fees	\$58,750	Maine School Superintendents Association Fee - Elementary (\$925) Maine Curriculum Leaders Association - Elementary (\$250) Cultural assistant fees to host family; Visiting teacher visa fees (\$11,000) Maine School Superintendents Association Fee - Secondary (\$925) Advanced Placement and Seal of Biliteracy Exam Fees (\$8,500) Maine Curriculum Leader Association - Secondary (\$250) Student Music Event Fees (\$6,000) PSAT/SAT (\$30,900)



Communications (Grace Valenzuela, Ph.D.)

The Communications Department manages district-wide messaging, public relations, and engagement with stakeholders. This office plays a key role in ensuring transparency, keeping families informed about school initiatives, and fostering strong community relationships.

Strategic Plan Initiatives:

- Refine and implement effective two-way communication strategies with families, students, and staff to increase engagement and trust.

	FY 25	FY 26
Full Time Equivalent Staff	3.18	3.3

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Communications

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$240,670	\$124,551	\$298,254	\$298,254	\$298,480	\$173,929	139.6%
Temporary Salaries	\$0	\$2,300	\$1,461	\$1,461	\$1,461	-\$839	-36.5%
Total Salaries	\$240,670	\$126,851	\$299,715	\$299,715	\$299,941	\$173,090	136.5%
Total Benefits	\$51,681	\$32,579	\$81,089	\$81,089	\$82,807	\$50,228	154.2%
TOTAL SALARIES & BENEFITS	\$292,350	\$159,430	\$380,804	\$380,804	\$382,748	\$223,318	140.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$0	\$600	\$600	\$600	\$600	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$30,748	\$52,601	\$61,732	\$61,732	\$61,732	\$9,131	17.4%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$30,748	\$53,201	\$62,332	\$62,332	\$62,332	\$9,131	17.2%
SUPPLIES							
Academic Supplies	\$3,207	\$3,500	\$4,500	\$4,500	\$4,500	\$1,000	28.6%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$3,207	\$3,500	\$4,500	\$4,500	\$4,500	\$1,000	28.6%
MISCELLANEOUS	\$1,195	\$1,250	\$1,250	\$1,250	\$1,250	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$35,150	\$57,951	\$68,082	\$68,082	\$68,082	\$10,131	17.5%
TOTAL EXPENDITURES	\$327,500	\$217,381	\$448,886	\$448,886	\$450,830	\$233,449	107.4%



COMMUNICATIONS - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$59,432	Contract with Foster Grandparents about (\$31,000) ReachMyTeach which will include Adult Ed (\$28,432)
Printing & Binding	\$2,300	Collateral materials for public relations
Staff Travel	\$600	Mileage for staff travel
General Supplies	\$1,000	Office supplies
Tech-Related Supplies	\$2,000	Tech supplies, SD cards
Audiovisual Supplies	\$1,500	TV3 supplies
Dues & Fees	\$1,250	TV3 subscription fees

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Debt Service

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
DEBT SERVICE							
Principal	\$8,478,861	\$6,530,703	\$7,488,855	\$7,488,855	\$7,488,855	\$958,152	14.7%
Interest	\$4,135,876	\$2,529,972	\$2,156,618	\$2,156,618	\$2,156,618	-\$373,354	-14.8%
Bond Issuance	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL DEBT SERVICE	\$12,614,737	\$9,060,675	\$9,645,473	\$9,645,473	\$9,645,473	\$584,798	6.5%



Facilities (Tammara Sweeney)

The Facilities Department ensures that all school buildings and grounds are maintained to provide a safe, clean, and productive learning environment. It oversees construction projects, maintenance planning, and sustainability initiatives.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	13	14

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Facilities

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$659,944	\$773,504	\$897,794	\$897,794	\$902,114	\$128,610	16.6%
Temporary Salaries	\$40,252	\$0	\$4,399	\$4,399	\$4,399	\$4,399	100.0%
Total Salaries	\$700,195	\$773,504	\$902,193	\$902,193	\$906,513	\$133,009	17.2%
Total Benefits	\$197,375	\$282,179	\$336,678	\$336,678	\$344,751	\$62,572	22.2%
TOTAL SALARIES & BENEFITS	\$897,571	\$1,055,683	\$1,238,871	\$1,238,871	\$1,251,264	\$195,581	18.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$12,181	\$18,773	\$23,000	\$23,000	\$23,000	\$4,227	22.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$441,925	\$504,363	\$430,500	\$430,500	\$430,500	-\$73,863	-14.6%
Ins & Legal Contracted Services	\$37,403	\$41,952	\$35,542	\$35,542	\$35,542	-\$6,410	-15.3%
Facilities Contracted Services	\$2,297,547	\$2,250,969	\$2,319,067	\$2,319,067	\$2,319,067	\$68,098	3.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$2,789,057	\$2,816,057	\$2,808,109	\$2,808,109	\$2,808,109	-\$7,948	-0.3%
SUPPLIES							
Academic Supplies	\$208,649	\$225,000	\$170,000	\$170,000	\$170,000	-\$55,000	-24.4%
Operations Supplies	\$66,153	\$1,727,576	\$99,500	\$99,500	\$99,500	-\$1,628,076	-94.2%
TOTAL SUPPLIES	\$274,802	\$1,952,576	\$269,500	\$269,500	\$269,500	-\$1,683,076	-86.2%
MISCELLANEOUS	\$2,317	\$0	\$0	\$0	\$0	\$0	0.0%
CAPITAL EQUIPMENT	\$95,439	\$85,000	\$110,000	\$110,000	\$110,000	\$25,000	29.4%
DEBT SERVICE	\$0	\$17,500	\$0	\$0	\$0	-\$17,500	-100.0%
NON SALARY AND BENEFITS	\$3,161,615	\$4,871,133	\$3,187,609	\$3,187,609	\$3,187,609	-\$1,683,524	-34.6%
TOTAL EXPENDITURES	\$4,059,185	\$5,926,816	\$4,426,480	\$4,426,480	\$4,438,873	-\$1,487,943	-25.1%



FACILITIES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Architect/Engineer	\$10,000	Small project designs and estimating requirements.
Water	\$1,600	District Office
Sewer	\$3,500	District Office
Insurance - General Liability	\$35,542	
Custodial Supplies	\$3,500	District Office custodial supplies
Natural Gas	\$35,000	District Office
Electricity	\$61,000	District Office
Purchased Professional and Technological Services	\$325,000	Interpreter support (\$8,700) Semi Annual Door Preventative maintenance (\$15,000) Thermal imaging of electrical panels (5 schools a year) (\$30,000) Gym Equipment inspections (\$30,000) AHERA training and inspections (\$33,000) Indoor air quality (\$35,000) Fire sprinkler insp (\$10,000) Burglary monitoring (\$8,000) Fire Alarm monitoring (\$16,000) Fire alarm system inspections and pump testing (\$5,000) Kitchen hood inspections and cleaning (\$12,000) Elevator certification (\$1,800) Backflow preventer inspections (\$1,500) Staffing company (\$55,000) CHO annual audit (\$9,000) Minuteman security camera agreement (\$55,000)
Employee Training and Development Services	\$2,000	Supervisor training (online)
Alarms	\$5,000	Cellular and digital intrusion monitoring for 20 buildings
Repair and Maintenance Services	\$605,000	Electrical (\$200,000) Plumbing (\$175,000) Alarm system repair/upgrades/additions (\$15,000) Security system repair/upgrades/additions (\$20,000) Elevator service contract (\$35,000) Roof repairs (\$45,000) Masonry repairs (\$20,000) Refinish gym floors (\$15,000)

		Flooring replacements (\$30,000) Door repairs (\$10,000) Window shades (\$40,000)
HVAC Maintenance	\$865,000	
Mowing/Plowing/Field Maintenance	\$600,000	Snow removal (\$200,000) Landscaping (\$227,000) Landscaping - Peaks (\$3,000) Striping/paving repairs (\$30,000) Field Maintenance by City & Winter Operations by City (\$140,000)
Asbestos/Mold Abatement	\$40,000	Asbestos and mold abatement services
Vehicle & Equipment Repair	\$20,000	Repair and maintenance of facility dept vehicles and facility dept equipment
Recycling Services	\$132,000	City chargeback for recycling
Hazard Waste Disposal	\$4,000	Disposal of hazardous chemicals
Pest Management Services	\$22,967	
Fire Extinguisher Maintenance Services	\$10,000	Annual fire extinguisher inspections and repair
Phone	\$105,000	Cell phones-HC/supervisors and maintenance staff (\$15,000) Consolidated Comm and Carousel phone lines (\$90,000)
Software/annual subscription	\$12,000	Work order management system and Building use scheduling/invoicing
Advertising	\$500	Advertise for Request for Proposals
Staff Travel	\$9,000	Mileage reports for floaters and on call (\$6,000) Director and Assistant Director Facilities local facilities conference/PD (\$3,000)
General Supplies	\$170,000	Maintenance parts
Equipment (Over \$10K)	\$55,000	New Maintenance Van to replace 2013 Ford Truck (\$38,000) Chariot Ride on scrubber (\$17,000)
Equipment <\$10K	\$55,000	Snow blowers, vacuums, carpet extractors, scrubbers



Finance

The Finance Department oversees the district's financial planning, budgeting, and resource allocation. It ensures that funds are managed responsibly and equitably to support the district's strategic priorities and student success.

Strategic Plan Initiatives:

- Design and implement a sustainable multi-year financial model that enables PPS to successfully implement the strategic plan and equitably allocate resources across the district.

	FY 25	FY 26
Full Time Equivalent Staff	10	10

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Finance

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$636,136	\$856,642	\$958,224	\$958,224	\$958,596	\$101,954	11.9%
Temporary Salaries	\$9,873	\$0	\$4,695	\$4,695	\$4,695	\$4,695	100.0%
Total Salaries	\$646,010	\$856,642	\$962,919	\$962,919	\$963,291	\$106,649	12.4%
Total Benefits	\$166,772	\$222,980	\$249,633	\$249,633	\$254,816	\$31,836	14.3%
TOTAL SALARIES & BENEFITS	\$812,781	\$1,079,622	\$1,212,552	\$1,212,552	\$1,218,107	\$138,485	12.8%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$329	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$1,169,771	\$437,000	\$937,000	\$937,000	\$937,000	\$500,000	114.4%
Ins & Legal Contracted Services	\$792	\$6,361	\$6,361	\$6,361	\$6,361	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$1,170,892	\$448,361	\$948,361	\$948,361	\$948,361	\$500,000	111.5%
SUPPLIES							
Academic Supplies	\$10,047	\$15,000	\$15,000	\$15,000	\$15,000	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$10,047	\$15,000	\$15,000	\$15,000	\$15,000	\$0	0.0%
MISCELLANEOUS	\$223,728	\$100,000	\$100,000	\$100,000	\$100,000	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$1,404,666	\$563,361	\$1,063,361	\$1,063,361	\$1,063,361	\$500,000	88.8%
TOTAL EXPENDITURES	\$2,217,448	\$1,642,983	\$2,275,913	\$2,275,913	\$2,281,468	\$638,485	38.9%



FINANCE -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$650,000	BerryDunn MainePERS Contract (\$500,000) Audit and Technical Services (\$150,000)
Employee Training & Development Services	\$4,500	ADP Trainings for Finance Team (\$2,000) Conference Registration Fees for Finance Team Members (\$2,500)
Software Maintenance	\$250,000	ADP Payroll Management System (\$250,000)
Insurance - General Liability	\$6,361	
Postage	\$20,000	
Printing/Binding	\$2,000	
Photocopying	\$15,000	
Staff Travel	\$500	Mileage Reimbursement (\$500)
General Supplies	\$5,000	Office Supplies (\$5,000)
Tech-Related Supplies	\$10,000	Two Computers (\$5,000)
Dues and Fees	\$100,000	Fees for Tax and Reporting Filings (\$100,000)



Food Service (Jen Montague)

The Food Service Department ensures that all students have access to nutritious and well-balanced meals that support their health and academic performance. The department manages school meal programs, oversees food safety and compliance, and works to expand access to quality meals for all students.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	40.4	41.9

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Food Service

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,455,428	\$1,713,235	\$1,963,946	\$1,963,946	\$1,974,977	\$261,742	15.3%
Temporary Salaries	\$31,580	\$60,000	\$9,622	\$9,622	\$9,622	-\$50,378	-84.0%
Total Salaries	\$1,487,008	\$1,773,235	\$1,973,568	\$1,973,568	\$1,984,599	\$211,364	11.9%
Total Benefits	\$488,339	\$659,032	\$794,320	\$794,320	\$813,797	\$154,765	23.5%
TOTAL SALARIES & BENEFITS	\$1,975,347	\$2,432,267	\$2,767,888	\$2,767,888	\$2,798,396	\$366,129	15.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$27,802	\$40,775	\$43,000	\$43,000	\$43,000	\$2,225	5.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$5,781	\$38,140	\$10,120	\$10,120	\$10,120	-\$28,020	-73.5%
Ins & Legal Contracted Services	\$6,494	\$6,663	\$6,663	\$6,663	\$6,663	\$0	0.0%
Facilities Contracted Services	\$140,254	\$93,569	\$153,750	\$153,750	\$153,750	\$60,181	64.3%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$180,331	\$179,147	\$213,533	\$213,533	\$213,533	\$34,386	19.2%
SUPPLIES							
Academic Supplies	\$4,828	\$17,700	\$17,700	\$17,700	\$17,700	\$0	0.0%
Operations Supplies	\$2,451,687	\$2,437,567	\$2,552,820	\$2,552,820	\$2,552,820	\$115,253	4.7%
TOTAL SUPPLIES	\$2,456,515	\$2,455,267	\$2,570,520	\$2,570,520	\$2,570,520	\$115,253	4.7%
MISCELLANEOUS	\$1,154	\$2,025	\$2,000	\$2,000	\$2,000	-\$25	-1.2%
CAPITAL EQUIPMENT	\$1,685	\$505,170	\$90,000	\$90,000	\$90,000	-\$415,170	-82.2%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$2,639,686	\$3,141,609	\$2,876,053	\$2,876,053	\$2,876,053	-\$265,556	-8.5%
TOTAL EXPENDITURES	\$4,615,033	\$5,573,876	\$5,643,941	\$5,643,941	\$5,674,449	\$100,573	1.8%



FOOD SERVICES - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$1,000	less \$29,000 additional contractor not needed, not an audit year
Employee Training and Development Services - Food Services Admin	\$3,000	extra \$1,000 added for District Chef Position - Training Costs for Conferences, Training, Required Continuing Education
Employee Training and Development Services - Lunch Program	\$5,000	Staff Training Budget, 3 days training allowed for base contract.
Water	\$1,250	
Sewer	\$4,000	
Repair and Maintenance Services	\$110,000	extra \$40,000 increase due to aging equipment, we were/are over budget 2024 and 2025. Major repair to Central Kitchen cooler door estimated \$30,000.
Mowing/Plowing/Field Maintenance	\$20,000	Seabreeze contract for the central kitchen
Vehicle and Equipment Repair	\$12,000	Service and repairs for the two food service delivery trucks
Waste Disposal Services	\$6,500	
Other Purchased Services	\$1,600	Meal delivery from mainland to Peaks Island and Cliff Island Schools via Casco Bay Island Transit
Insurance - General Liability	\$6,663	
Phone	\$1,800	
Internet Connectivity	\$2,750	
Software/annual subscription	\$27,000	Point of Sale, Nutrition and Menu Planning, and Temperature Monitoring Software and Support
Advertising	\$500	Request for Proposals and Bids
Printing/Binding	\$750	Create new signs for halal meals and to improve the appearance of the cafeterias at Middle and High Schools
Photocopying	\$1,720	

Staff Travel - Food Services Admin	\$1,500	Travel to conferences, Mileage
Staff Travel - Lunch program	\$6,500	Staff Mileage
General Supplies	\$10,000	General office supplies for the department
Natural Gas	\$20,000	
Electricity	\$50,000	
Gasoline	\$5,000	
Food	\$2,250,000	Extra \$95,000, Increased meal cost due to increased participation/revenue (+4.5%) plus extra food costs for Halal certified meats
Non-Food Supplies	\$227,820	Non-food items and supplies for our meal programs
Tech-Related Supplies	\$7,700	
Equipment (Over \$10K)	\$30,000	Less \$476,170, no capital purchases planned
Equipment <\$10K	\$60,000	Extra \$50,000 needed to replace aging refrigeration units and ovens in most elementary schools plus extra holding and serving units required for Halal certification
Dues and Fees	\$2,000	State Health Licenses for our schools and the central kitchen



Human Resources (Jennifer Slabbinck)

The Human Resources Department leads efforts in recruitment, staff development, and workforce diversity. HR also oversees employee relations and ensures equitable hiring practices to reflect the district's commitment to inclusion.

Strategic Plan Initiatives:

- Develop and implement a plan to advance staff mindsets and cultural humility in support of equitable outcomes and experiences for our students and families.
- Refine and implement a shared vision for a strong and inclusive staff culture where staff are valued, affirmed, effective, and supported.
- Refine and implement recruitment, selection, and support systems to enhance the quality and demographic diversity of staff.

	FY 25	FY 26
Full Time Equivalent Staff	10	10

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Human Resources

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,042,235	\$935,583	\$925,044	\$925,044	\$925,044	-\$10,539	-1.1%
Temporary Salaries	\$6,989	\$720,250	\$191,900	\$191,900	\$168,400	-\$551,850	-76.6%
Total Salaries	\$1,049,224	\$1,655,833	\$1,116,944	\$1,116,944	\$1,093,444	-\$562,389	-34.0%
Total Benefits	\$876,353	\$983,530	\$770,699	\$770,699	\$776,294	-\$207,236	-21.1%
TOTAL SALARIES & BENEFITS	\$1,925,577	\$2,639,363	\$1,887,643	\$1,887,643	\$1,869,738	-\$769,625	-29.2%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$93,112	\$118,559	\$129,676	\$129,676	\$129,676	\$11,117	9.4%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$149,460	\$112,600	\$112,000	\$112,000	\$47,000	-\$65,600	-58.3%
Ins & Legal Contracted Services	\$44,777	\$100,000	\$100,000	\$100,000	\$100,000	\$0	0.0%
Facilities Contracted Services	\$735	\$500	\$500	\$500	\$500	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$288,084	\$331,659	\$342,176	\$342,176	\$277,176	-\$54,483	-16.4%
SUPPLIES							
Academic Supplies	\$41,951	\$29,000	\$29,000	\$29,000	\$19,000	-\$10,000	-34.5%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$41,951	\$29,000	\$29,000	\$29,000	\$19,000	-\$10,000	-34.5%
MISCELLANEOUS	\$36,952	\$20,000	\$20,000	\$20,000	\$20,000	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$366,986	\$380,659	\$391,176	\$391,176	\$316,176	-\$64,483	-16.9%
TOTAL EXPENDITURES	\$2,292,563	\$3,020,022	\$2,278,819	\$2,278,819	\$2,185,914	-\$834,108	-27.6%



HUMAN RESOURCES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$71,000	TNTP Survey (\$65,000) Costs associated with interpretation services for employees (\$6,000)
Employee Training and Development Services	\$10,000	New hire orientation costs (\$3,000) Onboarding and training of new employees (\$5,000) Translation of employee materials (\$2,000)
Other Professional Services	\$11,000	Physicals, drug testing, and ergonomic assessments for employees
Legal Services	\$100,000	
Repair and Maintenance Services	\$500	Required for HR badge machine to create staff ID badges
Software/Annual Subscription	\$115,676	Annual Subscription for Vector Systems (\$38,500) Frontline Suite (\$73,005) Annual required compliance training video suite (\$4,171)
Advertising	\$25,000	Annual cost to use Indeed platform for job postings (\$20,000) Registration and materials for job fairs and recruitment efforts (\$5,000)
Printing/Binding	\$5,000	Annual printing costs for Hiring Toolkit, Elevating Educators guide, employee onboarding materials, longevity recognition
Staff Travel	\$4,000	Reimbursement for staff travel to job fairs, recruitment events, and relevant conferences
General Supplies	\$29,000	Departmental supply needs (\$14,000) Employee recognition, employee appreciation, and retirement gifts (\$15,000)
Dues and Fees	\$20,000	Management and renewal fees for Mission Square Retirement (\$19,070) Membership and dues costs for HR staff (\$930)



IT and Data & Assessment (Hayley Didriksen)

The IT and Data & Assessment Department ensures that PPS has the technological infrastructure, data systems, and digital tools necessary to support learning and operations. It manages cybersecurity, data privacy, digital learning tools, and assessments to track student progress and district performance.

Strategic Plan Initiatives:

- Design and implement the data infrastructure necessary to build dashboards to monitor progress of the school system effectively.

	FY 25	FY 26
Full Time Equivalent Staff	14.3	15.3

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IT and Data & Assessment

				FY26 Finance			
	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,047,569	\$1,133,122	\$1,439,486	\$1,439,486	\$1,442,303	\$309,181	27.3%
Temporary Salaries	\$2,518	\$0	\$16,074	\$16,074	\$16,074	\$16,074	100.0%
Total Salaries	\$1,050,087	\$1,133,122	\$1,455,560	\$1,455,560	\$1,458,377	\$325,255	28.7%
Total Benefits	\$353,104	\$346,286	\$301,463	\$301,463	\$306,799	-\$39,487	-11.4%
TOTAL SALARIES & BENEFITS	\$1,403,191	\$1,479,408	\$1,757,023	\$1,757,023	\$1,765,176	\$285,768	19.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$259,702	\$227,701	\$429,306	\$429,306	\$429,306	\$201,605	88.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$56,888	\$144,824	\$32,750	\$32,750	\$32,750	-\$112,074	-77.4%
Ins & Legal Contracted Services	\$56,169	\$57,000	\$57,000	\$57,000	\$57,000	\$0	0.0%
Facilities Contracted Services	\$139,936	\$206,800	\$188,168	\$188,168	\$188,168	-\$18,632	-9.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$512,694	\$636,325	\$707,224	\$707,224	\$707,224	\$70,899	11.1%
SUPPLIES							
Academic Supplies	\$180,070	\$53,455	\$58,900	\$58,900	\$58,900	\$5,445	10.2%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$180,070	\$53,455	\$58,900	\$58,900	\$58,900	\$5,445	10.2%
MISCELLANEOUS	\$780	\$150	\$165	\$165	\$165	\$15	10.0%
CAPITAL EQUIPMENT	\$209,470	\$123,020	\$281,000	\$281,000	\$281,000	\$157,980	128.4%
DEBT SERVICE	\$0	\$1,125	\$1,125	\$1,125	\$1,125	\$0	0.0%
NON SALARY AND BENEFITS	\$903,014	\$814,075	\$1,048,414	\$1,048,414	\$1,048,414	\$234,339	28.8%
TOTAL EXPENDITURES	\$2,306,204	\$2,293,483	\$2,805,437	\$2,805,437	\$2,813,590	\$520,107	22.7%



IT - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$15,750	\$10,000 for contracted support \$5,750 for data privacy services
Employee Training and Development Services	\$17,000	\$7,000 for IT staff training and certification \$4,000 for Data Team Training \$6,000 for Infinite Campus Training Series - YES
Repair and Maintenance Services	\$179,669	\$73,000 for Building Cabling Project (Full cost = \$365K with 80% covered by E-Rate; cost to District = \$73K). \$19,200 for Network Maintenance Contract (Full cost = \$96K with 80% covered by E-Rate; cost to district = \$19,200). \$7,469 for Firewall licenses and management platform (Full cost = \$37,343 with 80% covered by E-Rate; cost to district = \$7,469). \$80,000 for Cisco Webex/Spark:Direct phone services
Recycling Services	\$8,500	Ewaste Removal
Insurance-Gen Liability	\$57,000	Safeware: High School ChromeBook Protection Plan
Phone	\$17,000	\$3,000 IT Staff phone stipends \$14,000 Student hotspot service plan
Software/annual subscription	\$403,306	\$34,500 Remote Monitoring and Management \$5,500 SolarWinds Help Desk \$32,000 Intrado/West Corp \$15,000 Final Site Web Hosting \$5,700 LaserFiche \$2,000 GoDaddy \$14,364 Sophos \$41,000 JAMF MDM \$12,000 VM Ware \$19,500 Securly Web Filter \$8,100 Virtru \$4,000 Adobe \$1,910 Smartboard License \$7,600 Zoom \$32,000 Google Workspace Licensing \$7,650 Mimecast DMARC analyzer \$35,000 Mimecast Email filter/cyber security training \$35,000 Infinite Campus \$65,000 PowerSchool Analytics & Insights Platform \$15,000 Naviance (CCLR tool)

		\$1,800 National Student Clearinghouse data \$9,000 Asana
Staff Travel	\$9,000	\$6,000 IT Staff Mileage \$3,000 Conference Travel
General Supplies	\$1,900	
Tech-Related Supplies	\$57,000	\$20,000 Repair parts and supplies \$17,000 Monitors & Computer Peripherals \$20,000 Data Center Hardware (Servers, Storages, UPS, UPS Batteries, Racks, Switches, Sensor, etc.)
Tech-Related Equip <\$10k	\$281,000	\$190,000 Inventory replacement of staff computers (10% replacement rate) \$15,000 Projectors Inventory cycle replacement \$15,000 School STEM Lab Upkeep (16 mac minis + peripherals) \$25,781 Replacement office phones. \$35,000 RICOH Copier contract renewal
Dues and Fees	\$165	Membership in Association of Computer Technology Educators of Maine (ACTEM) Membership in Maine Educational Technology Directors Association (METDA)
Interest-Bonds or Notes	\$1,125	



Multilingual Office (Grace Valenzuela, Ph.D.)

The Multilingual Office supports the district's diverse student population by implementing programs that foster linguistic and cultural inclusion. This office provides resources for students and families including the preventing homelessness grant and community engagement opportunities to support students and families.

Strategic Plan Initiatives:

- This department supports students and staff across the District but has no specific initiative in the Strategic Plan.

	FY 25	FY 26
Full Time Equivalent Staff	24.2	23

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Multilingual

				FY26 Finance			
	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,199,417	\$1,923,130	\$1,580,388	\$1,577,723	\$1,458,993	-\$464,137	-24.1%
Temporary Salaries	\$95,521	\$13,500	\$56,564	\$59,229	\$101,558	\$88,058	652.3%
Total Salaries	\$1,294,939	\$1,936,630	\$1,636,952	\$1,636,952	\$1,560,551	-\$376,079	-19.4%
Total Benefits	\$449,310	\$607,925	\$505,227	\$505,227	\$483,456	-\$124,469	-20.5%
TOTAL SALARIES & BENEFITS	\$1,744,249	\$2,544,555	\$2,142,179	\$2,142,179	\$2,044,007	-\$500,548	-19.7%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$8,348	\$6,300	\$7,467	\$7,467	\$7,467	\$1,167	18.5%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$51,329	\$88,300	\$181,967	\$181,967	\$156,967	\$68,667	77.8%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$900	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$60,577	\$94,600	\$189,434	\$189,434	\$164,434	\$69,834	73.8%
SUPPLIES							
Academic Supplies	\$26,471	\$18,000	\$21,950	\$21,950	\$21,950	\$3,950	21.9%
Operations Supplies	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000	100.0%
TOTAL SUPPLIES	\$26,471	\$18,000	\$25,950	\$25,950	\$25,950	\$7,950	44.2%
MISCELLANEOUS	\$3,963	\$2,000	\$259,493	\$259,493	\$259,493	\$257,493	12874.7%
CAPITAL EQUIPMENT	\$0	\$0	\$1,400	\$1,400	\$1,400	\$1,400	100.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$91,011	\$114,600	\$476,277	\$476,277	\$451,277	\$336,677	293.8%
TOTAL EXPENDITURES	\$1,835,260	\$2,659,155	\$2,618,456	\$2,618,456	\$2,495,284	-\$163,871	-6.2%



MULTILINGUAL - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$170,367	Cost of contracted interpreting services (\$51,000); Intake support for PreK, Kindergarten, and summer enrollments (\$20,000); Americorps member contracts (\$25,000); Volunteer Database (\$9,367) Speaker fees for Parent University sessions/workshops (\$2,000); Contracted services for MCvento Grant Award (\$63,000)
Phone	\$7,300	Phone stipends for Family & Community Engagement Specialists and McVento Liaison
Printing/Binding	\$3,000	Flyers and invitations for events
Photocopying	\$1,300	Shared cost for copy machine
Staff Travel	\$6,300	Staff mileage from CO to schools
General Supplies	\$17,000	Office supplies
Books and Periodicals	\$1,200	Assessment materials for Intake
Technology Related Supplies	\$2,000	Online testing services for Intake
Dues and Fees	\$2,785	Membership dues, fees, and subscriptions
Gas	\$4,000	Gas for four MCVento-funded vans
Misc	\$256,708	McKVento Support
Computer	\$1,400	Computers for staff
Temp Salary	\$48,583	Family outreach, language access, childcare for family evening events

Portland Public Schools
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Other

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$528,726	\$0	\$0	\$0	\$0	\$0	0%
Temporary Salaries	\$37,413	\$0	\$0	\$0	\$0	\$0	0%
Total Salaries	\$566,139	\$0	\$0	\$0	\$0	\$0	0%
Total Benefits	\$136,664	\$0	\$0	\$0	\$0	\$0	0%
TOTAL SALARIES & BENEFITS	\$702,803	\$0	\$0	\$0	\$0	\$0	0%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$79,588	\$0	\$0	\$0	\$0	\$0	0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Ops & Comm Contracted Services	\$920	\$0	\$0	\$0	\$0	\$0	0%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL CONTRACTED SERVICES	\$80,508	\$0	\$0	\$0	\$0	\$0	0%
SUPPLIES							
Academic Supplies	\$15,110	\$0	\$0	\$0	\$0	\$0	0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0%
TOTAL SUPPLIES	\$15,110	\$0	\$0	\$0	\$0	\$0	0%
MISCELLANEOUS	\$629	\$0	\$0	\$0	\$0	\$0	0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0%
NON SALARY AND BENEFITS	\$96,247	\$0	\$0	\$0	\$0	\$0	0%
TOTAL EXPENDITURES	\$799,049	\$0	\$0	\$0	\$0	\$0	0%



Pre-K (Kellie Irving, Interim)

The Pre-K Department expands early childhood education opportunities, ensuring that young learners are prepared for kindergarten. It oversees curriculum development, family outreach, and efforts to increase Pre-K programming. The department will assume responsibility for early childhood in 2028 and must build capacity for related services for children age 2.8years plus.

Strategic Plan Initiatives:

- Ensure we meet the commitment to universal readiness for kindergarten through partnership with community organizations.

	FY 25	FY 26
Full Time Equivalent Staff	4.5	5.5

Portland Public Schools
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District Wide Pre-K

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/-(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$293,565	\$441,736	\$566,654	\$566,654	\$566,654	\$124,918	28.3%
Temporary Salaries	\$78,660	\$5,280	\$19,950	\$19,950	\$19,950	\$14,670	277.8%
Total Salaries	\$372,225	\$447,016	\$586,604	\$586,604	\$586,604	\$139,588	31.2%
Total Benefits	\$88,968	\$134,272	\$137,116	\$137,116	\$139,146	\$4,874	3.6%
TOTAL SALARIES & BENEFITS	\$461,193	\$581,288	\$723,720	\$723,720	\$725,750	\$144,462	24.9%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$4,211	\$183,277	\$10,495	\$10,495	\$10,495	-\$172,782	-94.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$149,774	\$2,800	\$0	\$0	\$0	-\$2,800	-100.0%
Ins & Legal Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$153,984	\$186,077	\$10,495	\$10,495	\$10,495	-\$175,582	-94.4%
SUPPLIES							
Academic Supplies	\$51,949	\$27,000	\$31,500	\$31,500	\$31,500	\$4,500	16.7%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$51,949	\$27,000	\$31,500	\$31,500	\$31,500	\$4,500	16.7%
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$205,934	\$213,077	\$41,995	\$41,995	\$41,995	-\$171,082	-80.3%
TOTAL EXPENDITURES	\$667,126	\$794,365	\$765,715	\$765,715	\$767,745	-\$26,620	-3.4%



PRE K - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional and Technical Services	\$175,000	\$105,000 for Partner Site Memoranda of Understanding (MoU) with Youth and Family Outreach- 2 classrooms- and Catherine Morrill Day Nursery-1 classroom (\$35,000 x 3 classrooms= \$105,000) \$70,000 for consulting to support the transition of responsibility for special education services from Maine's Child Development Services (CDS) to PPS
Employee Training and Development	\$2,500	To support professional learning for the Pre-K leadership team, which will provide on-going training and coaching for school-based pre-K team members
Software/annual subscription	\$6,795	\$4,210.80 for Teaching Strategies Gold (TSG) \$1800 for Ages and Stages Questionnaire (ASQ) (Screening tool) Multiple Language \$874.00 Battelle-3 Assessment Tools for Special education testing
Staff Travel	\$1,200	\$120/month for Central Office Pre-K staff and itinerant teachers to move between schools and offices
General Supplies	\$9,000	\$500 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum
Instructional Supplies	\$16,200	\$900 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum
BOOKS/PERIODICALS	\$6,300	\$350 per class x 18 classes Replace lost and broken items to maintain high quality Pre-K curriculum



PORTLAND PUBLIC SCHOOLS
prepared & empowered

School Board (Sarah Lentz, Board Chair)

The School Board provides governance and oversight for Portland Public Schools. It is responsible for setting district policies, approving the budget, and ensuring that the district remains aligned with its mission and strategic priorities. The board works collaboratively with the Superintendent and district leaders to make decisions that support student success.

Strategic Plan Initiatives:

- The Board is responsive for the overall success of the strategic plan

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School Board

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Temporary Salaries	\$70,183	\$68,772	\$68,599	\$68,599	\$68,599	-\$173	-0.3%
Total Salaries	\$70,183	\$68,772	\$68,599	\$68,599	\$68,599	-\$173	-0.3%
Total Benefits	\$26,473	\$6,507	\$6,561	\$6,561	\$6,603	\$96	1.5%
TOTAL SALARIES & BENEFITS	\$96,656	\$75,279	\$75,160	\$75,160	\$75,202	-\$77	-0.1%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$12,366	\$10,800	\$10,800	\$10,800	\$10,800	\$0	0.0%
Ins & Legal Contracted Services	\$100,432	\$157,621	\$162,349	\$162,349	\$162,349	\$4,728	3.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$112,798	\$168,421	\$173,149	\$173,149	\$173,149	\$4,728	2.8%
SUPPLIES							
Academic Supplies	\$6,893	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$6,893	\$5,000	\$5,000	\$5,000	\$5,000	\$0	0.0%
MISCELLANEOUS	\$19,606	\$18,000	\$20,000	\$20,000	\$20,000	\$2,000	11.1%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$139,297	\$191,421	\$198,149	\$198,149	\$198,149	\$6,728	3.5%
TOTAL EXPENDITURES	\$235,953	\$266,700	\$273,309	\$273,309	\$273,351	\$6,651	2.5%



SCHOOL BOARD - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Purchased Professional & Technical Services	\$10,000	Facilitation Support and External Training as Needed (\$10,000)
Insurance - General Liability	\$162,349	
Printing/Binding	\$800	Printing of Board Materials (\$800)
General Supplies	\$5,000	Supplies for Swearing-In and Retirement Recognition
Dues and Fees	\$20,000	Maine School Board Association (\$20,000)



Special Education (Jesse Applegate)

Special Education ensures that students with disabilities receive the services and support they need to succeed. This department focuses on inclusive education, improving instructional strategies, and developing programs that address the individualized needs of students with disabilities.

Strategic Plan Initiatives:

- Develop the capacity of schools to provide more effective instruction to students with disabilities across the continuum of services, utilizing content-specific universal design for learning strategies and practices.
- Develop and implement systems for identifying and delivering behavioral support services focused on students' emotional and mental health.

	FY 25	FY 26
Full Time Equivalent Staff	43.6	53.3

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Special Education

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/- v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$1,482,928	\$3,394,055	\$4,249,010	\$4,249,010	\$4,172,713	\$778,658	22.9%
Temporary Salaries	\$49,831	\$368,000	\$401,219	\$401,219	\$401,219	\$33,219	9.0%
Total Salaries	\$1,532,759	\$3,762,055	\$4,650,229	\$4,650,229	\$4,573,932	\$811,877	21.6%
Total Benefits	\$445,621	\$1,013,594	\$1,138,518	\$1,138,518	\$1,122,443	\$108,849	10.7%
TOTAL SALARIES & BENEFITS	\$1,978,380	\$4,775,649	\$5,788,747	\$5,788,747	\$5,696,375	\$920,726	19.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$14,599	\$49,750	\$82,250	\$82,250	\$82,250	\$32,500	65.3%
SPED Contracted Services	\$3,860,540	\$3,940,000	\$4,000,000	\$4,000,000	\$4,025,000	\$85,000	2.2%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$10,669	\$103,900	\$138,200	\$138,200	\$138,200	\$34,300	33.0%
Ins & Legal Contracted Services	\$145,096	\$50,000	\$75,000	\$75,000	\$75,000	\$25,000	50.0%
Facilities Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$4,030,904	\$4,143,650	\$4,295,450	\$4,295,450	\$4,320,450	\$176,800	4.3%
SUPPLIES							
Academic Supplies	\$45,432	\$259,277	\$215,000	\$215,000	\$215,000	-\$44,277	-17.1%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$45,432	\$259,277	\$215,000	\$215,000	\$215,000	-\$44,277	-17.1%
MISCELLANEOUS	\$134,979	\$40,785	\$30,750	\$30,750	\$30,750	-\$10,035	-24.6%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$4,211,315	\$4,443,712	\$4,541,200	\$4,541,200	\$4,566,200	\$122,488	2.8%
TOTAL EXPENDITURES	\$6,189,695	\$9,219,361	\$10,329,947	\$10,329,947	\$10,262,575	\$1,043,214	11.3%



STUDENT SUPPORT SERVICES -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Special Education Contracted Services	\$425,000	Additional contracting to ensure that all therapy and related services are provided as per IEPs: • Speech Therapy (\$30,000) • Occupational Therapy (\$70,000) • Physical Therapy (\$55,000) • Board Certified Behavior Analyst (\$50,000) • Psychology (\$180,000) Contracted services to cover temporary or unexpected nursing needs for students with complex medical needs (\$20,000) High-quality professional learning opportunities that support movement toward a unified mental health strategy across the district (\$10,000) Supervision for social workers with conditional licenses; case consultation and social workers and counselors by qualified mental health experts - (\$10,000)
Tuition to Private Source	\$3,600,000	Tuition for IEP-determined placements at special purpose private schools (also called out of district/OOD)
Instructional Supplies	\$108,500	Instructional supplies for special education classes, to be distributed proportionally to schools and programs; evaluation materials for specialists (\$100,000) Instructional materials for students receiving Chapter 104 services (\$4,500) Instructional supplies to support students with 504 plans (\$4,000)
Books/Periodicals	\$3,500	Books/periodicals needed for instruction in special education classes (\$3,500) Materials for Chapter 104 staff for professional development (\$500)
Technology Related Supplies	\$23,000	Technology supplies needed for instruction in special education classrooms, to be distributed proportionally to schools and programs; student-specific assistive technology as required by their IEP (\$15,000)

		Specific technology needs that are required as per 504 plans, such as assistive technology (\$8,000)
Purchased Professional and Technological Services	\$135,000	Professional development opportunities for school administrators and staff, particularly de-escalation and physical management training; cost for sending students to external transition programming at Strive/TOPS (\$130,000) Professional development sessions for all nurses in the district (\$5,000)
Employee Training and Development Services	\$40,750	Professional development opportunities for central administrators and related service providers (\$40,000) Staff attendance at a yearly Chapter 104 conference (\$750)
Legal Services	\$75,000	Administrator consultation with our external legal team as needed, and the deductibles on claims we file in response to legal action
Postage	\$1,200	Legally required mailing of forms
Software/Annual Subscription	\$30,000	Software such as Navigate 360 and Acuity (IEP-writing and billing software)
Advertising	\$500	Legally required notification related to child find obligations
Photocopying	\$1,500	Legally required production of special education files
Staff Travel	\$11,500	Special education staff travel mileage between schools as required by their job responsibilities, and some travel to professional meetings/conferences (\$9,500) Nurse travel for unexpected coverage or other responsibilities (\$1,000) Chapter 104 staff travel as required by their assignments (\$1,000)
General Supplies	\$80,000	General supplies for special education classes, to be distributed proportionally to schools and programs (\$55,000) Administrative and classroom materials to support students with 504 plans (\$5,000)

		All medical supplies required for nurses in the normal course of business (\$20,000)
Dues and Fees	\$30,750	Membership dues to professional organizations for some staff and administrators, and some fees relating to licensure for staff Processing the annual Chapter 104 screening results
Temporary Salaries	\$331,665	Hourly pay for ed techs working over the summer in IEP-required Extended School Year programs (\$135,000) Hourly pay for special educators working over the summer in IEP-required Extended School Year programs (\$136,665) Hourly pay for staff when temporary adult support is required as per an IEP or other immediate need, including BHP coverage (\$45,000) Summer projects/PD led by social workers/intern supervision/added pay and stipends (\$15,000) Adult support for students who require it as per their 504 plans, or who need it temporarily
Tutoring	\$20,947	Tutoring for students with IEPs required due to illness, injury, suspension, or IEP decisions (\$15,000) Tutoring for students without IEPs required due to illness, injury, or suspension (\$5,947)
Teacher Additional Pay	\$5,985	Additional pay for special educators to attend IEP meetings and provide student-based services outside of the normal work day, as needed
Regular Support Overtime	\$4,987	Additional pay for ed techs to provide student-based services outside of the normal work day



Superintendent's Office (Ryan Scallon, Ed.D.)

The Superintendent's Office provides strategic leadership and vision for the entire school district. This office ensures that district policies, initiatives, and operations align with the Board's Policies and the Strategic Plan. It focuses on equity, instructional excellence, and operational efficiency while maintaining accountability for student outcomes.

Strategic Plan Initiatives:

- Clarify central office roles and responsibilities, including decision-making rights, and implement improved systems for communication to increase the effectiveness of support for school staff, students, and families.
- Codify shared systems, standard operating procedures, and guidance for schools in order to strengthen accountability and responsiveness to schools.
- Develop, pilot, and scale a community schools model to effectively support students and expand access to community partnerships.
- Expand access to out of school time activities (i.e. sports, clubs, non-academic opportunities etc.) and school-wide events across the district so that students' feelings of motivation and inclusion increase.

	FY 25	FY 26
Full Time Equivalent Staff	7.0*	7.0*

*Includes the Foundation for Portland Public Schools and PEA President

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Superintendent

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$369,605	\$491,274	\$666,785	\$666,785	\$666,785	\$175,511	35.7%
Temporary Salaries	-\$2,943	\$12,000	\$3,267	\$3,267	\$3,267	-\$8,733	-72.8%
Total Salaries	\$366,662	\$503,274	\$670,052	\$670,052	\$670,052	\$166,778	33.1%
Total Benefits	\$109,164	\$142,501	\$143,849	\$143,849	\$146,644	\$4,143	2.9%
TOTAL SALARIES & BENEFITS	\$475,826	\$645,775	\$813,901	\$813,901	\$816,696	\$170,921	26.5%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$19,263	\$48,000	\$48,000	\$48,000	\$48,000	\$0	0.0%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$43,862	\$130,000	\$0	\$0	\$0	-\$130,000	-100.0%
Ins & Legal Contracted Services	\$292,250	\$153,900	\$153,900	\$153,900	\$153,900	\$0	0.0%
Facilities Contracted Services	\$0	\$0	\$1,325	\$1,325	\$1,325	\$1,325	100.0%
Transport Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL CONTRACTED SERVICES	\$355,375	\$331,900	\$203,225	\$203,225	\$203,225	-\$128,675	-38.8%
SUPPLIES							
Academic Supplies	\$11,168	\$10,212	\$10,212	\$10,212	\$10,212	\$0	0.0%
Operations Supplies	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL SUPPLIES	\$11,168	\$10,212	\$10,212	\$10,212	\$10,212	\$0	0.0%
MISCELLANEOUS	\$21,550	\$26,967	\$26,967	\$26,967	\$26,967	\$0	0.0%
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
NON SALARY AND BENEFITS	\$388,092	\$369,079	\$240,404	\$240,404	\$240,404	-\$128,675	-34.9%
TOTAL EXPENDITURES	\$863,918	\$1,014,854	\$1,054,305	\$1,054,305	\$1,057,100	\$42,246	4.2%



SUPERINTENDENT - Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Employee Training & Development Services	\$38,300	Leadership Conferences for Senior Leadership (\$28,000) Travel and Accommodations (\$10,300)
Legal Fees	\$153,900	
Rentals	\$1,325	Meeting Spaces (\$1,325)
Staff Travel	\$9,700	Mileage Reimbursement (\$9,700)
General Supplies	\$10,212	Office Supplies
Dues and Fees	\$6,310	AASA and MSMA Membership (\$6,310)
Other Items	\$20,657	Hold for Flexibility (\$20,657)



Transportation (Ben Lesavoy)

The Transportation Department ensures safe and reliable transportation for students across the district. It manages bus routes, schedules, and accessibility to support equitable access to education.

Strategic Plan Initiatives:

- Design and implement a multiyear transportation plan to support equitable student access.

	FY 25	FY 26
Full Time Equivalent Staff	42.25	44.25

Portland Public Schools
FY2026 Expenditure Summary
Board of Education Recommended Budget
April 8, 2025

Transportation

	FY24 ACTUAL	FY25 BUDGET	FY26 SUPT REC Mar 4	FY26 Finance Comm Rev Apr 1	FY26 Board Apr 8	\$ +/(-) v FY25	% +/- v FY25
SALARIES & BENEFITS							
Regular Salaries	\$2,212,420	\$2,436,450	\$2,300,190	\$2,300,190	\$2,312,890	-\$123,560	-5.1%
Temporary Salaries	\$95,525	\$142,000	\$11,270	\$11,270	\$11,270	-\$130,730	-92.1%
Total Salaries	\$2,307,945	\$2,578,450	\$2,311,460	\$2,311,460	\$2,324,160	-\$254,290	-9.9%
Total Benefits	\$729,408	\$937,441	\$1,014,395	\$1,014,395	\$1,039,973	\$102,532	10.9%
TOTAL SALARIES & BENEFITS	\$3,037,353	\$3,515,891	\$3,325,855	\$3,325,855	\$3,364,133	-\$151,758	-4.3%
CONTRACTED SERVICES							
PreK-12th Contracted Services	\$2,383	\$3,500	\$42,220	\$42,220	\$42,220	\$38,720	1106.3%
SPED Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Adult Ed Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Ops & Comm Contracted Services	\$488,320	\$452,600	\$459,357	\$459,357	\$459,357	\$6,757	1.5%
Ins & Legal Contracted Services	\$27,450	\$43,219	\$43,219	\$43,219	\$43,219	\$0	0.0%
Facilities Contracted Services	\$308,201	\$200,000	\$225,000	\$225,000	\$225,000	\$25,000	12.5%
Transport Contracted Services	\$770,769	\$600,000	\$865,000	\$865,000	\$865,000	\$265,000	44.2%
TOTAL CONTRACTED SERVICES	\$1,597,122	\$1,299,319	\$1,634,796	\$1,634,796	\$1,634,796	\$335,477	25.8%
SUPPLIES							
Academic Supplies	\$11,858	\$4,600	\$10,000	\$10,000	\$10,000	\$5,400	117.4%
Operations Supplies	\$211,212	\$250,000	\$255,525	\$255,525	\$255,525	\$5,525	2.2%
TOTAL SUPPLIES	\$223,070	\$254,600	\$265,525	\$265,525	\$265,525	\$10,925	4.3%
MISCELLANEOUS	\$1,241	\$175	\$175	\$175	\$175	\$0	0.0%
CAPITAL EQUIPMENT	\$759,000	\$0	\$0	\$0	\$0	\$0	0.0%
DEBT SERVICE	\$0	\$18,628	\$17,649	\$17,649	\$17,649	-\$979	-5.3%
NON SALARY AND BENEFITS	\$2,580,433	\$1,572,722	\$1,918,145	\$1,918,145	\$1,918,145	\$345,423	22.0%
TOTAL EXPENDITURES	\$5,617,786	\$5,088,613	\$5,244,000	\$5,244,000	\$5,282,278	\$193,665	3.8%



TRANSPORTATION -

Non-Personnel FY26

Account	Budgeted Amount	Breakdown of Cost
Insurance - General Liability	\$6,500	Insurance for vehicles - staff transportation only (\$6,500) Insurance for vehicles that transport students (\$43,219)
Purchased Professional and Technological Services	\$413,257	Student Transportation for Myride parent app that allows families to receive information on bus schedules/ maps and track bus locations and expected arrival times (\$4,257) Contract for crossing guard services (\$409,000)
Repair and Maintenance Services	\$215,000	Vehicle maintenance contract with South Portland Public Schools- covers staffing, parts, and facilities-related costs
Software Maintenance	\$15,000	Pilot use of card system to scan pre-k/K students on/off buses for safety
Private Student Transportation Services	\$650,000	Contracted bus and van services for students with IEPs that cannot be covered by PPS drivers (\$350,000) Contracted bus and van services for students entitled to transportation under the McKinney Vento Act (where routes cannot be covered by PPS drivers) (\$50,000) Field Trips and Athletics (\$250,000)
Student Transportation Services	\$215,000	Metro passes for High School students (\$200,000) Casco Bay Lines student passes (\$15,000)
Phone	\$27,600	Cell phone stipends for drivers and assistants per BASE contract
Software/annual subscription	\$31,220	Annual fees for Tyler drive, routing software, and tablets
Photocopying	\$1,000	
Staff Travel	\$3,500	Travel to conferences for transportation leaders and drivers
General Supplies	\$10,000	General supplies
Electricity	\$5,525	
Gasoline	\$250,000	
Dues and Fees	\$175	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 181-24/25 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

The following School Budget Orders are required by 20A M.R.S. §15690 in order to comply with what is known as LD1, a set of state laws passed to control increases in property taxes.

This order provides \$107,918,121 as the amount determined by state law to be the minimum amount the City must appropriate in order to receive the full amount of state funding under the Essential Programs and Services Funding Act.

This order requires the city to raise \$88,191,157 as the city's contribution to the total cost of funding public education from K12 as described in the EPS law. The City's tax levy based on the budget submitted by the Portland Board of Public Education for the total for school budget programs of \$153,703,807 will be \$125,019,522.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given

fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 1. State and Local EPS Funding

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING STATE/LOCAL EPS FUNDING ALLOCATION
FOR PUBLIC EDUCATION FROM KINDERGARTEN TO GRADE 12
FOR PORTLAND PUBLIC SCHOOLS FOR FISCAL YEAR 2026**

ORDERED, that under and pursuant to the City's Fiscal Year 2025-2026 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2025-2026:

Appropriation for State/Local EPS funding Allocation: That the City appropriates the amount of \$107,918,121 for the total cost of funding public education from kindergarten to grade 12, and raises the amount of \$88,191,157 as the City's contribution to the total cost of funding public education from kindergarten to grade 12, both as described in the Essential Programs and Services Funding Act, in accordance with Maine Revised Statutes, Title 20-A, section 15688.

State Mandated Explanation: The City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined under state law annually to be the minimum amount that the City must raise in order to receive the full amount of state dollars.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 182-24/25 Approving Non-State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. **Do NOT** write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Nonstate funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects and portions of school construction projects that are not approved for state funding. The bonding of this long-term debt was previously approved by the voters or the City Council.

This order appropriates \$414,168 for the annual payments on debt service previously approved by the voters or the City Council for non-state (local only) funded school construction projects. The state no longer includes minor capital projects in this calculation. The \$414,168 is in addition to the funds appropriated as the EPS required local share (amount of the City's contribution to the total cost of funding public education from kindergarten to grade 12).

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2. Non-state funded School Construction Debt

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING NON-STATE FUNDED SCHOOL CONSTRUCTION DEBT
SERVICE FOR PORTLAND SCHOOLS FOR FISCAL YEAR 2026**

ORDERED, that under and pursuant to the City's Fiscal Year 2025-2026 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2025-2026:

Appropriation for Non-State Funded Debt Service (20-A M.R.S.A. §15690(2)(A)).

That the City raise and appropriate \$414,168 for the annual payments on debt service previously approved by the legislative body for non-state funded school construction projects and non-state funded portions of school construction projects, in addition to the funds appropriated as the local share of the City's contribution to the total cost of funding public education from kindergarten to grade 12.

State Mandated Explanation: *Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or the City Council.*

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 183-24/25 Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order appropriates \$36,828,365 in additional city funds over and above regional Essential Programs and Services amount and the nonstate funded debt service amount.

This exceeds the EPS funding model by \$36,828,365 and is needed to cover the School Department's costs that the state's funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs; transportation costs; professional development costs; debt service for pension obligation; and debt service capital renovation costs.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 3. Appropriating additional Local Funds for Schools

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER RAISING AND APPROPRIATING ADDITIONAL LOCAL FUNDS FOR
PORTLAND SCHOOLS FOR FISCAL YEAR 2026**

ORDERED, that under and pursuant to the City’s Fiscal Year 2025-2026 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2025-2026:

Authorization to Exceed the Portland School Department’s Maximum State and Local Spending Target Established Pursuant to Maine Revised Statutes, Title 20-A § 15671-A(4) and Appropriating Additional Local Funds: That the City raises and appropriates \$36,828,365 in additional local funds, which exceeds the State’s Essential Programs and Services allocation model by \$36,828,365, as required to fund the budget recommended by the Portland Board of Public Education.

That amount is needed to cover the School Department’s costs that the state’s funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs; transportation costs; professional development costs; debt service for pension obligation; and debt service capital renovation costs.

State Mandated Explanation: *The additional local funds are those locally raised funds over and above the City’s local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the City’s budget for educational programs.*

[NOTE: City council approval of this order requires 5 affirmative votes, see 20-A M.R.S.A. section 15671-A(5)(B)(2)(requiring for council approval “a majority of the entire membership of the council”) and see Article II, section 11 of the City Charter (requiring 5 affirmative votes for final passage).]

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 184-24/25 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order is required by 20A M.R.S.A. §15690(4)(A). It sets the School Budget required by state law.

This will be sent to the voters for approval at a citywide Referendum Election on June 10, 2025. \$127,225,989 of the \$162,800,974 would come from would come from property taxes.

This order does not provide money unless the other General Fund budget orders are passed.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 4. Total School Operating Budget

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING TOTAL SCHOOL OPERATING BUDGET
FOR PORTLAND SCHOOLS FOR FISCAL YEAR 2026**

ORDERED, that under and pursuant to the City's Fiscal Year 2025-2026 Appropriation Resolve and applicable state law, the City hereby approves the following school budget article for Fiscal Year 2025-2026:

Total School Budget Summary (20-A M.R.S.A. §15690(4)(A)): That the City authorizes the School Board to expend \$153,703,807 for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 from the City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 185-24/25 Appropriating and Raising Funds for Adult Education for Fiscal Year 2026 as required by the Maine Revised Statutes, Title 20-a M.R.S §8603-a(1) - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order raises the sum of \$3,463,530 for Adult Education for Fiscal Year 2025-2026 and \$2,206,457 as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 5. Funds for Adult Education

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROPRIATING AND RAISING FUNDS
FOR ADULT EDUCATION FOR FISCAL YEAR 2026 AS REQUIRED
BY THE MAINE REVISED STATUTES, TITLE 20-A M.R.S. §8603-A(1)**

ORDERED, that the sum of \$3,463,530 is hereby appropriated for Adult Education for Fiscal Year 2025-2026 and that the sum of \$2,206,457 is hereby raised as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

***Explanation:** Under state law, the appropriation for adult education falls outside the total annual budget for public schools addressed in the prior order when it passes the Appropriation Resolve.*

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 186-24/25 To Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. **Do NOT** write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order raises and appropriates \$0 for the Food Service Program for Fiscal Year 2025-2026. The Portland School Department is authorized to expend any un-expended balances and additional, incidental or miscellaneous receipts in the interest and for the well-being of the food service program.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 6. Funds for Food Service

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER TO RAISE AND APPROPRIATE LOCAL FUNDS
FOR FOOD SERVICE IN THE PORTLAND PUBLIC SCHOOLS FOR FISCAL YEAR
2026**

ORDERED, that the sum of \$0 is hereby raised and appropriated for the Food Service Program for Fiscal Year 2025-2026; and that the Portland School Department is authorized to expend any unexpended balances, and additional, incidental, or miscellaneous receipts in the interest and for the well-being of the food service program.

***Explanation:** This order raises and appropriates local tax revenues for the food service program.*

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 187-24/25 Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2026 - Sponsored by Finance Committee, April Fournier, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Disposition of Any Additional State Subsidy Received: In the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the Portland Board of Education, subject only to approval by the City Council.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 7. Disposition of Additional State Subsidy

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE DISPOSITION OF
ANY ADDITIONAL STATE SUBSIDY RECEIVED
FOR PORTLAND SCHOOLS IN FISCAL YEAR 2026**

ORDERED, that under and pursuant to the City's Fiscal Year 2026 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2026:

Disposition of Any Additional State Subsidy Received: That in the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the Portland Board of Education, subject only to approval by the City Council.

May 19 City Council Budget Discussion Public Comment

Kathleen Finn katfinnpdx@gmail.com via portlandmaine.gov
Sat, May 17, 4:51 PM (2 days ago)
to publiccomment

To Council Members and Mayor Dion,

I am writing to implore you to do a better job of being stewards of taxpayer money. The pattern of leaning heavily on taxpayers to make up for shortfalls is not a long-term solution to budget woes. The biggest spend as per usual is a bloated HHS budget that does more to serve non-residents than it does to directly serve Portland taxpayers. We need zero-based budgeting and a citizen advisory board to oversee the Council as too many expensive decisions are made with little public oversight. I request that you work hard to keep the budget to inflation rates and no more.

Thank you,

Kathleen Finn
45 Kenwood Street

Public Comment: may 19 Council Budget Mtg

Katrina Libbey mirabilia207@gmail.com via portlandmaine.gov
Sun, May 18, 8:20 AM (1 day ago)
to publiccomment

Public Comment submission

As I watch another round of the City of Portland's budget wrangling, it's apparent that the Council and the Mayor have abdicated their duties. Collectively, the Council treats the budget process like an auction. Apparently, the highest bidder this season was Mayor Dion who started the bidding at 7%. Other councilors came in lower but still treated it like a bidding war. The conversation didn't start with "What can we afford?" or "How can we balance the budget?" No. It was how high can we go? How high can we push it? I would say the Council has disregard for the Portland taxpayer, but that's too generous. You have contempt for the Portland taxpayer.

One of the most basic services that a tax-paying citizen should receive for paying taxes are paved roads. This apparently is no-go for the City of Portland. I don't know how any of you can drive to your jobs, drive to City Hall, drive to errands and not be completely embarrassed over what you govern. I would compare the roads to a lesser developed country but let's be real, I am sure third world countries have better roads than we do. Rutted streets pockmarked with potholes nearly a foot deep is the standard. Roads are a crazy quilt of slap dash macadam repair jobs with no visible lines. Congress Street is nearly undriveable. Brighton Avenue, Deering Avenue, Forest Avenue -- pick a street, it doesn't matter, they mock us all. Pay taxes and get nothing.

And, magically there is always money for the people that do not live here. There is money for hundreds of needles to feed the unsatiable appetites of heroin addicts. There is money for shelters to house people that by your own data show that more than 50% do not live nor have ever lived in Portland. They are either from other towns in Maine, other states or other countries. But who foots the bill? Taxpayers that live here and drive on crumbling roadways.

It's the same story every year. I hear the Council and Mayor plead poverty due to rising costs and the GA shortages (which wouldn't be an issue if we stopped housing people from all over the country). But in the same breath, a giggling Councilor shoves in a \$165,000 'pet project' to fix stairs in her district. The same Councilor who breathlessly slid in a \$1,000,000 addition to last year's budget for a dump truck and other 'utterly necessary equipment'. She insisted it was only pennies added to the mill rate. This illustrates my earlier point -- utter contempt for the taxpayer.

My wish is to have a Council and Mayor that governs for the 65,000 residents that live here and pay taxes. You should be able to balance a budget that provides for the most basic services in a town this size. Start asking: what can we afford? Start saying no to the extraneous projects, departments, purchases that clog the budget every year. Stop governing by emergency. (We need everything, we need it now, and we will figure out how to pay for it later -- That's been the modus operandi for far too long.) That's how we got stuck with \$5 million added to the budget because the Council FAILED to vet the fly-by-night MIRC NGO that was supposed to run the 166 Riverside Shelter.

And, finally, please consider budgeting with an eye for the future. In other words, what is the plan? what is your vision? do you have one? Do you think endless tax increases are going to fly for the long term? Do you honestly think that a town with crumbling infrastructure, drug addicts prancing through parks, discarded needle piles and failing small businesses is going to be a robust tourist attraction for long? People who LIVE here don't want to go downtown.

Please start addressing basic needs of Portlanders and stop with ideological projects that help very few. We need common sense governance and councilors who are serious about budgeting to match reality.

Katie Libbey

364 Deering Avenue

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING FISCAL YEAR 2026 ADMINISTRATIVE FEES
FOR CITY CLERK, EXECUTIVE, FIRE, PARKING, PARKS RECREATION &
FACILITIES, PLANNING, AND PUBLIC WORKS**

ORDERED, that the fee increase for counter wedding ceremonies, as shown in the schedule attached hereto from the City Clerk as Exhibit A, is hereby approved; and

BE IT FURTHER ORDERED, that the fee increase for electric charging meters, as shown in the schedule attached hereto from the Sustainability Office as Exhibit B, is hereby approved; and

BE IT FURTHER ORDERED, that the fee increase for billable non-transport, as shown in the schedule attached hereto from the Fire Department as Exhibit C, is hereby approved; and

BE IT FURTHER ORDERED, that the monthly parking garage fee increase for city-owned Elm and Spring Street Garages, as shown in the schedule attached hereto as Exhibit D from the Parking Division, is hereby approved; and

BE IT FURTHER ORDERED, that the various fee increases, as shown in the schedule attached hereto from the Parks Recreation & Facilities Department as Exhibit E, are hereby approved; and

BE IT FURTHER ORDERED, that the various fee increases, as shown in the schedule attached hereto from the Planning Department as Exhibit F, are hereby approved; and

BE IT FURTHER ORDERED, that fee increase for Permanent Pavement Restoration as shown in the schedule attached hereto from the Public Works Department as Exhibit G, is hereby approved; and

BE IT FURTHER ORDERED, that these fees shall be effective on July 1, 2025.

EXHIBIT A

FY26 Revenue Fee Schedule Change Administrative Fees

Department: City Clerk

<u>Account#</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY 26 Proposed Fee</u>
10012000-341000	Counter wedding ceremonies	\$125.00/each	\$150.00/each

EXHIBIT B

FY26 Revenue Fee Schedule Change

Department: Executive (Sustainability Office)

<u>Account#</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY 26 Proposed Fee</u>
10013100-364300	Electric Vehicle Charging Meter	\$0.15/kwh	\$0.30/kwh

FY26 REVENUE FEE SCHEDULE CHANGE
Administrative Fee

Department: Fire Field Public Safety

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY26 Proposed Fee*</u>
10022300-342000			
	Billable Non-Transport	\$160.00/each	\$300/each

*If approved, these fees shall take effect July 1st, 2025

FY26 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department: Parking

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY25 Proposed Fee</u>
100-18-200-364020	Garages, Lots, Meters Elm St. Monthly Parking	\$160.00 / mo	\$170.00 / mo
100-18-300-364020	Garages, Lots, Meters Spring St. Monthly Parking	\$160.00 / mo	\$170.00 / mo

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Aquatics
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Swimming			
10033303 347080	Youth - Resident (Ages 17 & Under)	\$2.00	\$2.00
10033303 347080	Youth - Non Resident (Ages 17 & Under)	\$5.00	\$5.00
Swimming Kiwanis Pool 1			
10033303 347080	Resident	\$5.50	TBD
10033303 347080	Non Resident	\$6.00	TBD
Swimming Reiche & Riverton Pools			
10033303 347080	Adult - Resident	\$5.50	\$6.00
10033303 347080	Adult - Non Resident	\$6.50	\$7.00
10033303 347080	Senior - Resident (62 & Older)	\$4.00	\$4.00
10033303 347080	Senior - Non Resident (62 & Older)	\$5.00	\$5.00
10033303 347080	Masters - Resident	\$7.00	\$7.00
10033303 347080	Master - Non Resident	\$8.00	\$8.00
Swimming Punch Cards			
10033303 347080	Adult - Resident - 5 Punch Pass	N/A	\$28.00
10033303 347080	Adult - Non Resident - 5 Punch Pass	N/A	\$33.00
10033303 347080	Adult - Resident - 10 Punch Pass	N/A	\$54.00
10033303 347080	Adult - Non Resident - 10 Punch Pass	N/A	\$63.00
10033303 347080	Adult - Resident - 20 Punch Pass	\$110.00	\$102.00
10033303 347080	Adult - Non Resident - 20 Punch Pass	\$125.00	\$119.00
10033303 347080	Senior Adult - Resident - 5 Punch Pass (62 & Older)	N/A	\$19.00
10033303 347080	Senior Adult - Non Resident - 5 Punch Pass (62 & Older)	N/A	\$24.00
10033303 347080	Senior Adult - Resident - 10 Punch Pass (62 & Older)	N/A	\$36.00
10033303 347080	Senior Adult - Non Resident - 10 Punch Pass (62 & Older)	N/A	\$45.00
10033303 347080	Senior Adult - Resident - 20 Punch Pass (62 & Older)	\$70.00	\$68.00
10033303 347080	Senior Adult - Non Resident - 20 Punch Pass (62 & Older)	\$80.00	\$85.00
10033303 347080	Adult Aerobics - Resident - 5 Punch Pass	N/A	\$28.00
10033303 347080	Adult Aerobics - Non Resident - 5 Punch Pass	N/A	\$33.00
10033303 347080	Adult Aerobics - Resident - 10 Punch Pass	N/A	\$54.00
10033303 347080	Adult Aerobics - Non Resident - 10 Punch Pass	N/A	\$63.00
10033303 347080	Adult Aerobics - Resident - 20 Punch Pass	\$115.00	\$102.00
10033303 347080	Adult Aerobics - Non Resident - 20 Punch Pass	\$130.00	\$119.00
10033303 347080	Senior Aerobics - Resident - 5 Punch Pass (62 & Older)	N/A	\$24.00
10033303 347080	Senior Aerobics - Non Resident - 5 Punch Pass (62 & Older)	N/A	\$29.00
10033303 347080	Senior Aerobics - Resident - 10 Punch Pass (62 & Older)	N/A	\$45.00
10033303 347080	Senior Aerobics - Non Resident - 10 Punch Pass (62 & Older)	N/A	\$54.00
10033303 347080	Senior Aerobics - Resident - 20 Punch Pass (62 & Older)	\$80.00	\$85.00
10033303 347080	Senior Aerobics - Non Resident - 20 Punch Pass (62 & Older)	\$95.00	\$102.00
10033303 347080	Masters - Resident - 10 Punch Pass	\$70.00	\$70.00
10033303 347080	Masters - Non Resident - 10 Punch Pass	\$80.00	\$80.00
10033303 347080	Masters - Resident - 20 Punch Pass	N/A	\$140.00
10033303 347080	Masters - Non Resident - 20 Punch Pass	N/A	\$160.00
Swimming Swimming Instruction			
30 Minute Lessons - Parent/Child A&B, Preschool, Level 1			
10033303 347080	5 Class Session - Resident	N/A	\$40.00
10033303 347080	5 Class Session - Non Resident	N/A	\$50.00
10033303 347080	6 Class Session - Resident	N/A	\$50.00
10033303 347080	6 Class Session - Non Resident	N/A	\$60.00
10033303 347080	7 Class Session - Resident	N/A	\$60.00
10033303 347080	7 Class Session - Non Resident	N/A	\$70.00
10033303 347080	8 Class Session - Resident	N/A	\$70.00
10033303 347080	8 Class Session - Non Resident	N/A	\$80.00
45 Minute Lessons - Level 2 - 6, Adult			
10033303 347080	5 Class Session - Resident	N/A	\$50.00
10033303 347080	5 Class Session - Non Resident	N/A	\$60.00
10033303 347080	6 Class Session - Resident	N/A	\$60.00

10033303 347080	6 Class Session - Non Resident	N/A	\$70.00
10033303 347080	7 Class Session - Resident	N/A	\$70.00
10033303 347080	7 Class Session - Non Resident	N/A	\$80.00
10033303 347080	8 Class Session - Resident	N/A	\$80.00
10033303 347080	8 Class Session - Non Resident	N/A	\$90.00

Swimming

10033303 347080	Adult Aerobics - Daily - Resident	\$5.75	\$6.00
10033303 347080	Adult Aerobics - Daily - Non Resident	\$6.50	\$7.00
10033303 347080	Senior Adult Aerobics - Daily - Resident (62 & Older)	\$4.50	\$5.00
10033303 347080	Senior Adult Aerobics - Daily - Non Resident (62 & Older)	\$5.50	\$6.00

Swimming

10033303 347080	Water Safety Instruction Course - Resident	\$302.00	\$325.00
10033303 347080	Water Safety Instruction Course - Non Resident	\$302.00	\$325.00
10033303 347080	Private Lessons - 1/2 Hour - Resident	\$30.00	\$30.00
10033303 347080	Private Lessons - 1/2 Hour - Non Resident	\$35.00	\$35.00
10033303 347080	Semi - Private Lessons - 1/2 Hour - Resident	\$45.00	\$45.00
10033303 347080	Semi - Private Lessons - 1/2 Hour - Non Resident	\$50.00	\$50.00
10033303 347080	Private Lessons - 1 Hour - Resident	\$50.00	\$50.00
10033303 347080	Private Lessons - 1 Hour - Non Resident	\$60.00	\$60.00
10033303 347080	Semi - Private Lessons - 1 Hour - Resident	\$70.00	\$70.00
10033303 347080	Semi - Private Lessons - 1 Hour - Non Resident	\$85.00	\$85.00
10033303 347080	Lifeguard Course - Resident	\$260.00	\$275.00
10033303 347080	Lifeguard Course - Non Resident	\$275.00	\$275.00

Swimming

Pool Rentals

10033303 347080	Pool Rental - Resident, Per Hour - Includes One Guard	N/A	\$95.00
10033303 347080	Pool Rental - Non Resident, Per Hour - Includes One Guard	N/A	\$115.00
10033303 347080	Additional Guard - Per Hour	N/A	\$25.00

1 Kiwanis fees are under discussion pending completion of construction.

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Athletic Facilities
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Fitzpatrick & Memorial Stadiums			
Without Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$55	\$65
10033204 367000	Resident Adult Groups	\$100	\$100
10033204 367000	Non-Resident Youth Groups	\$110	\$130
10033204 367000	Non-Resident Adult Groups	\$200	\$200
Fitzpatrick & Memorial Stadiums			
With Lights, Per Hour			
10033204 367000	Resident Youth Groups	\$130	\$140
10033204 367000	Resident Adult Groups	\$175	\$175
10033204 367000	Non-Resident Youth Groups	\$185	\$205
10033204 367000	Non-Resident Adult Groups	\$275	\$275
All Other Athletic Fields			
Without Lights, Per Hour			
10033204 367000	Resident Adult Groups	\$55	\$55
10033204 367000	Non-Resident Adult Groups	\$100	\$100
10033204 367000	Overtime Weekend Surcharge	\$10	\$20
10033204 367000	Resident For Profit/Travel Youth Groups	\$50	\$50
10033204 367000	Non-Resident For Profit/Travel Youth Groups	\$50	\$75
10033204 367000	Resident Non-Profit Youth Groups	\$10	\$10
10033204 367000	Non-Resident Non-Profit Youth Group	\$10	\$50
All Other Athletic Fields			
With Lights, Per Hour			
10033204 367000	Resident Groups	\$75	\$75
10033204 367000	Non-Resident Groups	\$125	\$125
10033204 367000	Baseball/Softball Weekend Surcharge	\$10	\$10
Tennis/Volleyball/Basketball Court Rentals			
Tournaments, Camps, Clinics			
10033204 367000	Resident (If Reserved) - No Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - No Lights	\$30	\$30
10033204 367000	Resident (If Reserved) - Lights	\$25	\$25
10033204 367000	Non-Resident (If Reserved) - Lights	\$30	\$30
Portland School Charges, Per Hour			
10033204 396000	High Schools - Turf Fields	\$62	\$62
10033204 396000	High Schools - Grass Fields	\$47	\$47
10033204 396000	High Schools - Light Fees	\$75	\$75
10033204 396000	High Schools - Tennis Courts (Per Court)	\$25	\$25
10033204 396000	Middle Schools - Grass Fields	\$47	\$47
10033204 396000	Middle Schools - Tennis Courts (Per Court)	\$25	\$25

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Cemeteries
Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Resident Fees 1			
10033205 363000	Wilde Chapel Rental (Wedding)	\$850	\$900
10033205 363000	Wilde Chapel Rental - Weekday Service	\$400	\$500
10033205 363000	Wilde Chapel Rental - Saturday Service	\$700	\$800
10033205 347050	Holiday Wreaths	\$35 - 50	\$35 - \$50
Interments, Conventional			
10033205 347010	Weekday	\$1,200	\$1,200
10033205 347010	Weekday - After 2:30 pm	\$1,400	\$1,400
10033205 347010	Saturday - Before 11:00 am	\$1,600	\$1,600
10033205 347010	Saturday - After 11:00 am	\$1,800	\$1,800
Interments, Child (Under 5 Years)			
10033205 347010	Weekday	\$700	\$700
10033205 347010	Weekday - After 2:30 pm	\$840	\$840
10033205 347010	Saturday - Before 11:00 am	\$1,250	\$1,250
10033205 347010	Saturday - After 11:00 am	\$1,500	\$1,500
Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$400	\$400
10033205 347010	Weekday - After 2:30 pm	\$550	\$550
10033205 347010	Saturday - Before 11:00 am	\$750	\$750
10033205 347010	Saturday - After 11:00 am	\$900	\$900
Vault Setting Fee			
10033205 347010	All Interments	\$250	\$250
10033205 347010	Cremation - Urn Vault	\$350	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$100	\$100
Grave Re-Use Fee			
10033205 347010	For Cremains Buried On Top of Existing Casket	\$575	\$575
Interments, Cremains			
10033205 347010	Weekday	\$575	\$575
10033205 347010	Weekday - After 2:30 pm	\$800	\$800
10033205 347010	Saturday Service - 8am - 11am Starting Time	\$1,100	\$1,100
Disinterments, Conventional			
10033205 347010	Within Cemetery (Container Additional)	\$2,500	\$2,800
10033205 347010	Outside Cemetery (Container Additional)	\$1,250	\$1,400
Disinterments, Child (Under 5 Years)			
10033205 347010	Within Cemetery (Container Additional)	\$1,700	\$1,700
10033205 347010	Outside Cemetery (Container Additional)	\$850	\$850
Disinterments, Cremains			
10033205 347010	Within Cemetery	\$1,200	\$1,200
10033205 347010	Outside Cemetery	\$600	\$600
10033205 347010	Winter Rates for Burials/Disinterments -		

10033205 347010	Additional Fee (December 1 - April 1)	\$150	\$150
	Clearing Grounds for Tent Placement - (December 1 - April 1)	\$150	\$150

10033205 347010	Columbarium (30% Perpetual Care)	\$1,900 - \$2,200	\$2,000 - \$2,300
10033205 347010	Second Inurnment	\$250	\$260

Lot Sales - Forest City

10033205 347070	Single Lot	\$1,200	\$1,400
10033205 347070	Two (2) Grave Lot	\$2,400	\$2,800
10033205 347070	Three (3) Grave Lot	\$3,600	\$4,200
10033205 347070	Four (4) Grave Lot	\$4,800	\$5,600
10033205 347070	Five (5) Grave Lot	\$6,000	\$7,000
10033205 347070	Cremation Garden	\$550	\$750

Lot Sales - Evergreen

10033205 347070	Single Lot	\$1,400	\$1,500
10033205 347070	Two (2) Grave Lot	\$2,800	\$3,000
10033205 347070	Three (3) Grave Lot	\$4,200	\$4,500
10033205 347070	Four (4) Grave Lot	\$5,600	\$6,000
10033205 347070	Five (5) Grave Lot	\$7,000	\$7,500
10033205 347070	Veterans Section	\$900	\$1,200
10033205 347070	Cremation Garden	\$800	\$900
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$40	\$44

Foundations

10033205 347020	Price Per Square Inch of Concrete	\$1.75	\$1.75
10033205 347020	Government Marker (Includes Setting)	\$0	\$150
10033205 347020	Bronze Marker, Single (Includes Setting)	\$175	\$200
10033205 347020	Bronze Marker, Double (Includes Setting)	\$250	\$300
10033205 347020	Cremation Garden Marker	\$120	\$150

Annual Care

10033205 347040	Payment for One Year's Care of One Grave Lot	\$50	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$25 - \$500	\$25 - \$500

Perpetual Care

10033205 391000	One - Time Perpetual Care Fee	\$108	\$108
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Non-Resident Fees 1

10033205 363000	Wilde Chapel Rental (Wedding)	\$1,200	\$1,250
10033205 363000	Wilde Chapel Rental - Weekday Service	\$700	\$800
10033205 363000	Wilde Chapel Rental - Saturday Service	\$800	\$1,100

10033205 347050	Holiday Wreaths	\$35 - \$50	\$35 - \$50
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Interments, Conventional

10033205 347010	Weekday	\$1,400	\$1,400
10033205 347010	Weekday - After 2:30 pm	\$1,600	\$1,600
10033205 347010	Saturday - Before 11:00 am	\$1,900	\$1,900
10033205 347010	Saturday - After 11:00 am	\$2,200	\$2,200

Interments, Child (Under 5 Years)

10033205 347010	Weekday	\$900	\$900
10033205 347010	Weekday - After 2:30 pm	\$1,100	\$1,100
10033205 347010	Saturday - Before 11:00 am	\$1,400	\$1,400
10033205 347010	Saturday - After 11:00 am	\$1,600	\$1,600

Interments, Infant (Under 1 Year)			
10033205 347010	Weekday	\$550	\$550
10033205 347010	Weekday - After 2:30 pm	\$720	\$720
10033205 347010	Saturday - Before 11:00 am	\$850	\$850
10033205 347010	Saturday - After 11:00 am	\$1,000	\$1,000
Vault Setting Fee			
10033205 347010	All Interments	\$300	\$300
10033205 347010	Cremation - Urn Vault	\$350	\$350
10033205 347010	Placement of Funeral Home Provided Vault	\$100	\$100
Grave Re-Use Fee			
10033205 347010	For Cremains Buried On Top of Existing Casket	\$750	\$750
Interments, Cremains			
10033205 347010	Weekday	\$750	\$750
10033205 347010	Weekday - After 2:30 pm	\$950	\$950
10033205 347010	Saturday - Before 11:00 am	\$1,100	\$1,100
10033205 347010	Saturday - After 11:00 am	\$1,300	\$1,300
Disinterments, Conventional			
10033205 347010	Within Cemetery (Container Additional)	\$3,200	\$3,600
10033205 347010	Outside Cemetery (Container Additional)	\$1,600	\$1,800
Disinterments, Child (Under 5 Years)			
10033205 347010	Within Cemetery (Container Additional)	\$2,200	\$2,200
10033205 347010	Outside Cemetery (Container Additional)	\$1,100	\$1,100
Disinterments, Cremains			
10033205 347010	Within Cemetery	\$1,500	\$1,500
10033205 347010	Outside Cemetery	\$750	\$750
Winter Rates for Burials/Disinterments -			
10033205 347010	Additional Fee (December 1 - April 1)	\$200	\$200
Clearing Grounds for Tent Placement -			
10033205 347010	(December 1 - April 1)	\$200	\$200
10033205 347010	Columbarium (30% Perpetual Care)	\$2,500 - \$2,800	\$2,500 - \$2,800
10033205 347010	Second Inurnment	\$350	\$350
Lot Sales - Forest City			
10033205 347070	Single Lot	\$1,500	\$1,600
10033205 347070	Two (2) Grave Lot	\$3,000	\$3,200
10033205 347070	Three (3) Grave Lot	\$4,500	\$4,800
10033205 347070	Four (4) Grave Lot	\$6,000	\$6,400
10033205 347070	Five (5) Grave Lot	\$7,500	\$8,000
10033205 347070	Cremation Garden	\$800	\$900
Lot Sales - Evergreen			
10033205 347070	Single Lot	\$1,850	\$2,000
10033205 347070	Two (2) Grave Lot	\$3,700	\$4,000
10033205 347070	Three (3) Grave Lot	\$5,550	\$6,000
10033205 347070	Four (4) Grave Lot	\$7,400	\$8,000
10033205 347070	Five (5) Grave Lot	\$9,250	\$10,000
10033205 347070	Veterans Section	\$1,300	\$1,500
10033205 347070	Cremation Garden	\$1,000	\$1,200
10033205 347070	Odd Shaped Lots - Resident (per sq. ft.)	\$40	\$58
Foundations			
10033205 347020	Price Per Square Inch of Concrete	\$1.75	\$1.75

10033205 347020	Government Marker (Includes Setting)	\$0	\$150
10033205 347020	Bronze Marker, Single (Includes Setting)	\$175	\$200
10033205 347020	Bronze Marker, Double (Includes Setting)	\$245	\$250
10033205 347020	Cremation Garden Marker	\$120	\$150

Annual Care

10033205 347040	Payment for One Year's Care of One Grave Lot	\$50	\$50
10033205 347040	Monument Cleaning - Varies with Size	\$12 - \$500	\$12 - \$500

Perpetural Care

10033205 391000	One - Time Perpetual Care Fee	\$110	\$110
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1 All Resident and Non-Resident rates are subject to change

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Golf Course
 Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: 2025 Season

Account Number	Revenue Description	Current 2025 Season Rates	Proposed 2026 Season Rates
		Membership Includes Ghin Fee of \$40	Membership Includes Ghin Fee of \$45
North Course			
Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$1,175	\$1,300
10033304 346030	Mid Week (M - F)	\$865	\$950
10033304 346030	Under 35	\$1,010	\$1,115
10033304 346030	Junior	\$400	\$400
10033304 346030	College	\$790	\$875
10033304 346030	Couple	\$1,865	\$2,050
10033304 346030	Mid Week Couple (M - F)	\$1,525	\$1,680
10033304 346030	Single Combination (Both Courses)	\$1,525	\$1,680
10033304 346030	Mid Week Combination (M - F)	\$1,165	\$1,285
10033304 346030	Junior Combination (Both Courses)	\$500	\$500
10033304 346030	Couple Combination (Both Courses)	\$2,400	\$2,645
10033304 346030	Mid Week Couple Combination (M - F)	\$1,980	\$2,180
10033304 346030	Junior Addition (To Couple)	\$200	\$200
10033304 346030	Corporate Pass	\$7,000	\$7,700
North Course			
Non-Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$1,440	\$1,585
10033304 346030	Mid Week (M - F)	\$1,125	\$1,240
10033304 346030	Under 35	\$1,275	\$1,400
10033304 346030	Junior	\$450	\$450
10033304 346030	College	\$790	\$870
10033304 346030	Couple	\$2,240	\$2,465
10033304 346030	Mid Week Couple (M - F)	\$1,875	\$2,065
10033304 346030	Single Combination (Both Courses)	\$1,875	\$2,065
10033304 346030	Mid Week Combination (M - F)	\$1,510	\$1,660
10033304 346030	Junior Combination (Both Courses)	\$550	\$550
10033304 346030	Couple Combination (Both Courses)	\$2,890	\$3,180
10033304 346030	Mid Week Couple Combination (M - F)	\$2,465	\$2,760
10033304 346030	Junior Addition (To Couple)	\$225	\$225
10033304 346030	Corporate Pass	\$7,000	\$7,700
North & South Course			
Daily Play Fees 1			
10033304 346010	18 Holes, Weekday	\$46	\$48
10033304 346010	18 Holes, Weekday, JR	\$28	\$30
10033304 346010	18 Holes, Weekday, College	\$39	\$41
10033304 346010	18 Holes, Weekend	\$51	\$53
10033304 346010	9 Holes, Weekday	\$34	\$36
10033304 346010	9 Holes, Weekday, JR	\$21	\$23
10033304 346010	9 Holes, Weekday, College	\$29	\$31
10033304 346010	9 Holes, Weekend	\$39	\$41
10033304 346010	Additional 9 on 9 Holes Weekday	\$12	\$12
10033304 346010	Additional 9 on 9 Holes Weekday, JR	\$7	\$7
10033304 346010	Additional 9 on 9 Holes Weekday, College	\$10	\$10
10033304 346010	Additional 9 on 9 Holes Weekend	\$12	\$12
North & South Course			
League Fees 1			
10033304 346010	South Pass Holder (Pass Holder - 9 Holes)	\$19	\$20
10033304 346010	South Pass Holder (Pass Holder - 18 Holes)	\$32	\$33
10033304 346010	Non-Pass Holder (Non-Pass Holder - 9 Holes)	\$25	\$26
10033304 346010	Non-Pass Holder (Non-Pass Holder - 18 Holes)	\$39	\$40
South Course			
Resident Seasonal Passes 1, 2			
10033304 346030	Single	\$790	\$875
10033304 346030	Mid Week (M - F)	\$680	\$750
10033304 346030	Junior	\$200	\$200
10033304 346030	Couple	\$1,230	\$1,355
10033304 346030	Mid Week Couple (M - F)	\$1,085	\$1,200

South Course**Non-Resident Seasonal Passes 1, 2**

10033304 346030	Single	\$955	\$1,050
10033304 346030	Mid Week (m - F)	\$865	\$950
10033304 346030	Junior	\$250	\$250
10033304 346030	Couple	\$1,460	\$1,610
10033304 346030	Mid Week Couple (M - F)	\$1,360	\$1,500

North & South Course**Common Fees 1**

10033304 346070	Bag Storage	\$95	\$95
10033304 346070	Bag & Pushcart Storage	\$115	\$120
10033304 346080	Club Rental - 9 Holes	\$25	\$25
10033304 346080	Club Rental - 18 Holes	\$40	\$40
10033304 346080	Pull Cart Rental - 9 Holes	\$5	\$5
10033304 346080	Pull Cart Rental - 18 Holes	\$10	\$10
10033304 346070	Seasonal Locker Rental - Members	\$35	\$35
10033304 346070	Seasonal Locker Rental - Non-Members	\$50	\$50
10033304 346080	Golf Cart Rental - 18 Holes Non-Members	\$22	\$22
10033304 346080	Golf Cart Rental - 9 Holes Non-Members	\$16	\$16
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Non-Members	\$6	\$6
10033304 346080	Golf Cart Rental - 18 Holes Members	\$20	\$20
10033304 346080	Golf Cart Rental - 9 Holes Members	\$14	\$14
10033304 346080	Golf Cart Rental - Additional 9 on 9 Holes Members	\$6	\$6
10033304 346010	Practice Facility - Daily Fee - Under 17 Years of Age	\$5	\$5
10033304 346010	Practice Facility - Daily Fee - Over 17 Years of Age	\$20	\$20
10033304 346010	High School Fee Per School Per Season	\$1,800	N/A
10033304 346010	High School Fee Per Use for Practice Course	\$20	N/A
10033304 346010	College School Fee Per Season	\$2,200	N/A
10033304 346010	High School Fee Per School Per Season - Resident	\$2,700	\$2,700
10033304 346010	High School Fee Per School Per Season - Non Resident	\$3,600	\$3,600
10033304 346010	High School Fee Per Use for Practice Course	\$20	\$20
10033304 346010	College Fee Per Season - Per Team - Resident	\$4,400	\$4,400
10033304 346010	College Fee Per Season - Per Team - Non Resident	\$5,400	\$5,400
10033304 346010	Ghin Fee - Non Memebers	\$75	\$85

1 Rates subject to change

2 Cost for 2025 Season Memberships sold starting in FY25

FY26 Revenue Fee Schedule Change

Department: Parks, Recreation & Facilities Division: Ice Arena

Fee Schedule Change is Administrative by Parks, Recreation & Facilities Director

Effective: As of 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Rates</u>
Services 1			
10033306 341000	Skate Sharpening - Hockey Skates	\$8	\$8
10033306 341000	Skate Sharpening - Figure Skates	\$8	\$8
10033306 341000	Skate Sharpening - Radius	\$20	\$20
10033306 341000	Skate Sharpening - Flat Bottom	\$10	\$10
10033306 341000	Skate Sharpening - Custom Sharpening	\$15	\$15
10033306 341000	Skate Rentals - All Users	\$4	\$4
Ice Rentals 1			
10033306 346500	Public Skating, Per Session - Adults	\$6	\$6
10033306 346500	Public Skating, Per Session - Youth & Seniors	\$6	\$6
10033306 346500	Pickup Hockey	\$8	\$10
10033306 346500	Hourly Ice Rentals - All Users	\$250	\$265
10033306 346500	Hourly Ice Rentals - 9:00 pm - 6:00 am - All Users	\$230	\$245
10033306 346500	Hourly Ice Rentals - Portland Public Schools	\$195	\$205
10033306 346500	Hourly Ice Rentals - Cheverus High School	\$200	\$210
10033306 346500	Hourly Ice Rental - Non-Resident Schools	\$205	\$215
10033306 346500	Hourly Ice Rental - Non-Resident Non-Host Schools	\$225	\$235
10033306 346500	Non-Profit Rate	\$175	\$200
ISIA Group Skating Lessons 1			
9 Week Sessions			
10033306 346500	Tots (4 & 5 Years) - Resident	\$108	\$108
10033306 346500	Tots (4 & 5 Years) - Non-Resident	\$117	\$117
10033306 346500	Pre-Alpha through Gamma - Resident	\$135	\$135
10033306 346500	Pre-Alpha through Gamma - Non-Resident	\$144	\$144
10033306 346500	Delta & Freestyle - Resident	\$135	\$135
10033306 346500	Delta & Freestyle - Non-Resident	\$144	\$144
10033306 346500	Open Freestyle Practice - Resident	\$135	\$135
10033306 346500	Open Freestyle Practice - Non-Resident	\$135	\$135
Figure Skating Lessons 1			
Per Session			
10033306 346500	Pre-Registered	\$15	\$15
10033306 346500	Walk-On	\$15	\$15

1 Rates are subject to change

FY26 Revenue Fee Schedule Change
 Department: Parks, Recreation & Facilities Division: Recreation
 Fee Schedule Change is Administrative

Effective: 7/1/2025

<u>Account Number</u>	<u>Revenue Description</u>	<u>Current Rates</u>	<u>FY26 Proposed Rates</u>
Camp Fees			
10033302 347100	Camp Venture - Summer (K - 5th) Per Week	\$225	\$250
10033302 347100	February Vacation Camp	N/A	\$225
10033302 347100	April Vacation Camp	N/A	\$225
Before & After The Bell Program Fees			
10033302 347200	After School Program, Per Week (East End, Longfellow, Ocean Ave & Talbot)	\$113	\$115
10033302 347200	After School Program, Per Week (Lyseth, Prosempscot Reiche & Rowe)	\$76	\$80
10033302 347200	Before School Program, Per Week (Lyseth, Presumpscot, Reiche & Rowe)	\$45	\$45
10033302 347200	After School Program, Per Week (Peaks Island)	\$95.50	\$100
Community Center Fees			
Community Center Gyms (For Profit)			
10033302 363000	East End & Riverton Adult Resident Per Hour	\$80	\$80
10033302 363000	East End & Riverton Adult Non Resident Per Hour	\$125	\$125
10033302 363000	East End & Riverton Youth Per Hour	\$30	\$30
10033302 363000	Reiche Adult Resident Per Hour	\$80	\$80
10033302 363000	Reiche Adult Non-Resident Per Hour	\$125	\$125
10033302 363000	Reiche Youth Per Hour	\$30	\$30
10033302 363000	Adult Drop-In Fees Resident	\$5	\$5
10033302 363000	Adult Drop-In Fees Non Resident	\$10	\$10
Community Center Fees			
Community Center Gyms (All Other)			
10033302 363000	East End & Riverton Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	East End & Riverton Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	Reiche Portland Non-Profit Per Hour	\$50	\$50
10033302 363000	Reiche Non Portland Non-Profit Per Hour	\$75	\$75
10033302 363000	For Profit Adult Leagues Long Term	\$55	\$55
Community Center Fees			
Community Center Room Rental			
10033302 363000	Large Recreation Community Center Room Per Hour	\$50	\$50
10033302 363000	Small Recreation Community Center Room Per Hour	\$35	\$35
10033302 363000	Recreational Staff Fees if Needed Hourly Rate	\$25	\$25
10033302 363000	School Custodial Fees if Needed Hourly Rate	\$81	\$81
	***Three Hour Minimum		

EXHIBIT F

FY26 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Department: Planning & Urban Development

Administrative Fees RE Chapter 14

Account #	Revenue Description	FY26 Proposed 3.2%	
		Current Fee	Fee Increase
10024200 341000	Planning Misc. Charges for Services		
	Zoning Map Amendment	\$9,000	\$9,288
	Land Use Code Text Amendment	\$9,000	\$9,288
	Zoning Map and Text Amendment Combined	\$12,000	\$12,384
	Conditional/Contract Rezoning	\$12,000	\$12,384
	Conditional Use (Planning Board)	\$1,200	\$1,238
	Conditional Use (Inclusionary Zoning)	\$100.00	-
	Conditional Use (Hotel Inclusionary Zoning)	\$100.00	-
	Fee for Development Review Services (Legal)	\$90/hour	\$92/hour
	Sign Review for Signs in Historic District	\$90	\$92
	Street Vacation	\$2,400	\$2,476
	Street Extension (Under Subsection 6.4.1)	\$440+\$30/lot	\$454+\$31/lot
10024200 341501	Planning Department of Environmental Protection (DEP) Reviews		
	Site Location of Development	\$4,200 or \$240/lot if residential project	\$4,334 or \$247/lot
	Traffic Movement Permit	\$1,800	\$1,857
	Stormwater Quality Permit	\$300	\$309
10024200 341502	Planning Historic Preservation Program Reviews		
	Administrative Review	\$78	\$80
	Historic Preservation Board Minor Review	\$150	\$154
	Historic Preservation Board Major Review ¹	\$900	\$928
	After-the-Fact Review	\$1,200 + applicable application fees	\$1,238 + fees
10024200 342110	Planning Development Application Fees		
	Minor Site Plan (Residential)	\$360	\$371
	Minor Site Plan (Low-Impact Site Development)	\$720	-
	Minor Site Plan (Other)	\$960	\$990
	Major Site Plan (under 50,000 SF)	\$3,300	\$3,405
	Major Site Plan (50,000 to 100,000 SF)	\$3,600	\$3,715
	Major Site Plan (100,000 to 200,000 SF)	\$4,800	\$4,953
	Major Site Plan (200,000 to 300,000 SF)	\$6,000	\$6,192
	Major Site Plan (over 300,000 SF)	\$8,400	\$8,668
	Master Development Plan	\$1,000	-
	Subdivision	\$600 + \$30/lot + applicable site plan application fee	\$619 + \$31/lot + fees
	Parking Lots Over 100 Spaces	\$1,920	\$1,981
	Plan Amendment (Minor)	\$300	\$309
	Plan Amendment (Major)	\$1,800	\$1,857
	After-the-Fact and/or	\$2,400 + applicable application fees	\$2,476 + fees

Minor Site Plan Review

10024200 342120	Planning Development Review (Planners) Fee for Development Review Services (Planning Fee)	\$65/hour	\$67/hour
10024200 342130	Planning Inspection/Review Development Review Coordinator (DRC) Minor Site Plan (Residential) Other	\$120 2% of the performance guarantee or \$360 minimum with any additional inspection costs to be assessed by Planning or Public Works at \$65/hour	\$123 \$371 minimum \$67/hour
10024200 398000	Planning Miscellaneous Reimbursements Neighborhood Notices for Planning Board or Historic Preservation Board Workshops and Public Hearings	\$0.90/each	\$0.93/each

¹ For projects involving new construction or building additions exceeding 1,000 SF or comprehensive rehabilitation or redesign of existing structures.

FY26 Revenue Fee Schedule Change

Department: Public Works

Account#	Revenue Description	Current Fee	FY 26 Proposed Fee
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Administrative Fees:

24731000-321060	Pavement Restoration Fee	\$85.00/each	\$125.00/each
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Ordinance Fees:

Transportation Engineering Street Occupancy Fees: Chapter 25-27(a)(3)

10031302-321000	Sidewalk Closure Permit	\$32.50/day	\$50.00/day
10031302-321000	Single Lane Closure Permit	\$200.00/day	\$215.00/day
10031302-321000	Street Closure Permit	\$400.00/day	\$430.00/day

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN
AGREEMENTS TO IMPLEMENT THE FISCAL YEAR 2026 HUMAN RESOURCES
AND CERTAIN FRINGE BENEFITS BUDGETS**

WHEREAS, each year, the City of Portland enters into agreements to obtain services that the Human Resources Department requires to administer various City programs and benefits, which benefits and programs are provided for in the City budget; and

WHEREAS, the Human Resources administrative budget includes funds for services such as professional coaching and training; physical fitness testing and written examinations as required by the Employment Subcommittee of the Civil Service Commission; and similar professional services; and

WHEREAS, the Human Resources benefit budget includes contracted services for claims administration for its health plan, administration of other benefits, administration of the City's wellness program, benefits brokerage and consulting services, and similar services necessary to administer the City's health and benefits programs; and

WHEREAS, the Human Resources workers' compensation budget includes contracted services for claims administration, drug and alcohol testing, safety related consulting services, and similar services necessary to implement the City's workers' compensation, drug testing, and safety programs;

NOW, THEREFORE, BE IT ORDERED, that the City Manager is hereby authorized to enter into such agreements as necessary to implement the programs provided for the Human Resources budgets.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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BENJAMIN GRANT (A/L)

CITY OF PORTLAND
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KATE SYKES (5)

**ORDER APPROVING THE FISCAL YEAR 2026
SELF-INSURED LIABILITY PROGRAM**

ORDERED, that pursuant to Article VII, Sec. 15 of the Portland City Charter there is hereby established a Cumulative Reserve Fund for the purpose of enabling the City to pay losses under its self-insurance program or incurred under any deductible insurance policies, which fund shall continue from year to year and shall not lapse as provided in Article VII, Sec. 7 of the Charter; and

BE IT FURTHER ORDERED, that pursuant to 14 M.R.S. Sec. 8116, the City Council of the City of Portland hereby states that the City of Portland has self-insured (to the extent set forth herein) against the obligations and liabilities imposed by the Maine Tort Claims Act (hereinafter the "Act"):

1. The Council has, and may from time to time, set aside funds in an account identified as "Liability" to be added to funds previously appropriated and held in reserve, all of which funds have been designed to enable the City to meet the obligations imposed by the Act; and to implement its self-insurance program, including but not limited to, the costs of administration of the program, investigation of claims, and of defense of claims against the City, its officers and employees;
2. The limit of liability assumed by the City is the \$400,000 required by the Act, as it may be amended from time to time, notwithstanding the fact that its appropriation or reserve may exceed the statutory limit of liability;
3. The scope of coverage is limited to those areas for which governmental immunity has been expressly waived by 14 M.R.S.A. Sec. 8104-A, as limited by 14 M.R.S.A. Sec. 8104-B, and 14 M.R.S.A. Sec. 8111. Liability coverage shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law; and
4. The fund shall be administered by the City Manager and Corporation Counsel who shall settle all claims and pay all judgments for which the City may be legally liable under the Act or under the law of any jurisdiction to which the City, its officers or employees may be subject.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
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ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE DIRECTOR OF PARKS,
RECREATION & FACILITIES TO SET FEES AND ENTER RENTAL AGREEMENTS
FOR CITY FACILITIES**

ORDERED, that the Director of Parks, Recreation & Facilities or their designee is hereby authorized to set fees for, and to enter into and sign, rental lease agreements or contracts for City facilities.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
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ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER
TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT
FISCAL YEAR 2026 HEALTH & HUMAN SERVICES BUDGET**

ORDERED, that the City Manager or designee be and hereby is authorized to enter into:

1. Standard agreements and amendments to standard agreements with other governmental agencies for Fiscal Year 2026 to implement the Health & Human Services operating budget; and
2. Agreements with providers of services and lessors of property to provide services for Health & Human Services programs.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
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ANNA BULLETT (4)
KATE SYKES (5)

**ORDER AUTHORIZING THE CITY MANAGER TO ACCEPT SCHOLARSHIP AND
TRUST DONATIONS AND BEQUESTS AND ENTER INTO TRUST AGREEMENTS**

ORDERED, that the City Manager is authorized to accept and to appropriate new scholarship funds, and bequests from wills and trusts in amounts of up to \$50,000 in Fiscal Year 2026; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into standard form trust agreements and other associated documents and/or agreements as approved by the Corporation Counsel.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

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**ORDER AUTHORIZING THE DIRECTOR OF PARKS, RECREATION & FACILITIES
TO ACCEPT DONATIONS UP TO \$10,000
FOR PARKS, RECREATION & FACILITIES DEPARTMENT PROGRAMS
AND CITY FUNDS**

ORDERED, that the Director of Parks, Recreation & Facilities is authorized to accept and to appropriate donations in amounts of up to \$10,000 in Fiscal Year 2026 for the following:

- The Land Bank Fund, Chapter 2, Section 2-45; and
- The Tree Trust Fund, Chapter 29, Section 29-14; and
- The Portland Youth Corps; and

BE IT FURTHER ORDERED, that City-funded Parks, Recreation & Facilities Department gift catalog and program donations in amounts of up to \$10,000 in Fiscal Year 2026 may also be accepted.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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KATE SYKES (5)

**ORDER AUTHORIZING CORPORATION COUNSEL
TO UNDERTAKE CIVIL ACTIONS TO COLLECT
DELINQUENT PERSONAL PROPERTY TAXES**

ORDERED, that the Corporation Counsel, through the use of City Attorneys or Contractors, is hereby authorized to institute legal proceedings on behalf of the City to collect delinquent personal property taxes against debtors who have failed to pay the taxes when due.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

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KATE SYKES (5)

ORDER AUTHORIZING NON-UNION WAGE ADJUSTMENT

ORDERED, that an overall wage increase of three percent (3.0%) for non-union employees is hereby approved effective July 1, 2025; and

BE IT FURTHER ORDERED, that the Mayor, the City Council, the City Clerk, and Corporation Counsel shall receive a three percent (3.0%) wage increase effective July 1, 2025.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
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KATE SYKES (5)

**ORDER DESIGNATING FISCAL YEAR 2026 FUNDS FOR
SPECIFIC ISLAND SERVICES**

ORDERED, that \$45,000 from the Fiscal Year 2026 municipal budget is hereby designated to pay for the Peaks Island services specified as follows:

Item A: Summer Bike Program Tickets (CBL): \$250
Item B: Needs Based PI Resident Tickets (CBL): \$3,000
Item C: PI Student Tickets (CBL): \$450
Item D: Island Taxi (ITS): \$25,000
Item E: Island Compost Project: \$2,400
Item F: Peaks Environmental Action Team fitness station project: \$2,000
Item G: PI Council Administrative Expenses: \$2,250
Item H: Peaks Island Children's Workshop: \$7,250
Item I: Home Start allocation: \$2,400

TOTAL: \$45,000



Peaks Island Council
FY 2026 Budget Request
As Approved for Submission
March 7, 2025

The Peaks Island Council requests the Portland City Council to allocate the following funds to the Peaks Island Council FY2026 Parking and Transportation Fund in the amount of \$45,000 in accordance with the following items:

Item A: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a summer bike ticket program on Peaks Island. Funds allocated for bike tickets are \$250.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item B: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for Needs-Based Peaks Island residents. To receive Needs-Based tickets, recipients must fit defined criteria developed by the Peaks Island Council. The funds allocated for Needs-Based tickets are \$3,000.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item C: The Peaks Island Council requests the City Manager or her designee to expend monies from the Parking and Transportation fund payable to Casco Bay Lines to purchase tickets for Peaks Island student tickets. The funds allocated for student tickets are \$450.00.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item D: Island Transportation System (ITS), the Island Taxi. The Peaks Island Council requests the City Manager or her designee to provide an allocation to the ITS for continued support of the only public transportation service available to island residents. The funds allocated for the taxi are \$25,000.

DocuSigned by:  A4546612E752416... Danielle West, Portland City Manager	5/8/2025 Date
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Item E: The Peaks Island Council requests the City Manager, or her designee provide an allocation for the Island Compost Project. In its first full year of operation this volunteer-led initiative composted over 30 tons of organic waste. Support for this initiative enables members of the Project to transport the waste via Casco Bay Lines to Garbage to Garden weekly for inclusion in Portland's municipal composting program. Project volunteers are developing Phase 2, to create a permanent, on-island composting facility. The funds allocated for this project are \$2,400.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item F: The Peaks Island Council requests the City Manager, or her designee to provide an allocation of funds to be used towards purchase and installation of two fitness/exercise stations near trailheads in Trott Littlejohn Park. This Peaks Environmental Action Team (PEAT) project is working in collaboration with Parks Department staff, which will help to identify stations that can be used by a wide variety of ages and ability levels, and meet City safety standards. The funds allocated for this project are \$2,000.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item G: The Peaks Island Council requests the City Manager, or her designee to provide an allocation for the Peaks Island Council for Administrative Expenses. The funds allocated for this item are \$2,250.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item H: The Peaks Island Council requests the City Manager, or her designee provide an allocation for the Peak's Island Children's Workshop for building maintenance, classroom supplies, related learning materials and core costs. The Workshop has successfully secured a licensed capacity increase from 12 children to 20 children, enabling it to serve more Peaks Island families in the coming year, a critical need on the island. Funding from the Peaks Island Council is an important component of the overall funding for the Workshop, and will enable the learning environment to be set up to accommodate 20 children. The funds allocated for the P.I. Children's Workshop are \$7,250.

DocuSigned by:

A4546612E752416...
 Danielle West, Portland City Manager
 5/8/2025
 Date

Item I: The Peaks Island Council requests the City Manager, or her designee provide an allocation to Home Start, the island's affordable housing non-profit. The funds allocated will assist with housing costs of the Island Institute's Fellow, who is serving as a member of the PIC Housing and Zoning Committee and supporting PIC's efforts to educate islanders about the implications of ReCode for the island and future housing needs. The Fellow is also providing support for grant requests that will enable Peaks to participate in climate mitigation projects, including one that would fund the creation of a Casco Bay Resilience group to provide technical support to the islands regarding nature-based strategies for shoreline resilience projects. The funds allocated for Home Start are \$2,400.

DocuSigned by:
Danielle P. West
A4548612E752416...

Danielle West, Portland City Manager

5/8/2025

Date

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
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KATE SYKES (5)

ORDER APPROPRIATING \$15,900,000 IN FUND BALANCE

ORDERED, that \$7,100,000 is hereby appropriated from Assigned Fund Balance to offset a portion of the final pension obligation bond debt service payment which is due in Fiscal Year 2026; and

BE IT FURTHER ORDERED, that an additional \$8,800,000 is hereby appropriated from Unassigned Fund Balance to provide tax stabilization and support City Health & Human services operations during Fiscal Year 2026.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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**CITY OF PORTLAND
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**AMENDMENT TO PORTLAND CITY CODE CHAPTER 25
RE: VARIOUS FEE INCREASES FOR FISCAL YEAR 2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*1. That Section 25-27 is hereby amended, which said sections
read as follows:*

Sec. 25-27. Fees and fines.

...

(3) Vehicles, equipment, or construction materials, as follows:

a. The Parking Space Permit shall be \$35.00 per day or any portion thereof;

b. The Sidewalk Permit shall be \$~~32.50~~50.00 per day or any portion thereof;

c. The Single Lane Closure Permit shall be \$~~200.00~~215.00 per day or any portion thereof; and

d. The Street Closure Permit shall be \$~~400.00~~ 430.00 per day or any portion thereof.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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**CITY OF PORTLAND
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FISCAL YEAR 2025-2026 APPROPRIATION RESOLVE

RESOLVED, that the sum of **\$365,626,127** is hereby appropriated for Fiscal Year 2026 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$162,800,974** is hereby appropriated for Fiscal Year 2026 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2025 and not exempt from taxation, to the aggregate amount of **\$115,430,182** for municipal purposes and **\$127,225,979** for school purposes for a total tax levy of **\$242,656,161** for Fiscal Year 2026, in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due 30 days after the City's Tax Commitment 2025, and payable in two equal installments, the first due 30 days after the City's Tax Commitment 2025, and the second installment due on the 20th day of March, 2026. The delinquency rate of interest shall be eight and a half percent (8.5%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four and a half percent (4.5%) per annum.

MARK DION (MAYOR)
PIOUS ALI (A/L)
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BENJAMIN GRANT (A/L)

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**AMENDMENT TO PORTLAND CITY CODE CHAPTER 9
RE: FUNDING AMOUNT FOR CLEAN ELECTION FUND
FOR FISCAL YEAR 2025-2026**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND MAINE
IN THE CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*1. That Section 9-65 is hereby amended, which said section
read as follows:*

Section 9-65. Fund Administration.

*** * ***

(b) *Sources of Funding.* The following must be deposited in
the fund:

- (1) An initial special appropriation in the sum of
\$464,750 for fiscal year 2023-24, to be deposited by
July 1, 2023;
- (2) For fiscal year 2024-25, a sum of not less than
\$300,000 shall be included in the Fund.
- (3) Each fiscal year after 2024-2025, ~~an amount sum of not
less than \$290,000~~ shall be budgeted annually to
ensure the Fund has a balance of at least \$300,000~~for~~
~~and deposited in the Fund~~. The City Council shall
appropriate and deposit in the Fund such additional
sums, if any, as may be necessary to ensure the Fund
is sustained at a level that facilitates competitive
campaigns for Certified Candidates who meet qualifying
criteria;

*** * ***

BE IT FURTHER ORDERED, that this amendment shall be effective on
July 1, 2025.

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
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**ORDER FOR FISCAL YEAR 2025-2026 APPROPRIATING
\$275,000 FROM EXCESS FUND FOR
CASCO BAY ISLAND TRANSIT DISTRICT**

ORDERED, that the City Council hereby authorizes and appropriates \$275,000 from the Casco Bay Island Transit District Maintenance and Excess Fund pursuant to the lease agreement between the City of Portland and the Casco Bay Island Transit District which is for capital costs associated with Casco Bay Island Transit District's public transportation operations in Casco Bay.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 30, 2025

SUBJECT: Order 161-24/25 Accepting and Appropriating a \$96,400 State of Maine Community Paramedicine Grant for the Portland Fire Department - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

If approved, this grant in the amount of \$96,400 will be used by the Fire Department to expand community paramedicine services. Part of this funding will allow all providers on the Mobile Medical Outreach team, Portland's "Community Paramedics," to attend classes and become certified as Community Paramedics

This item must be read on two separate days. It received its first reading on April 14 and was postponed on April 28. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a \$96,400 Grant to PFD
2. Service Contract_RFA 202412213_Portland

Prepared by:

Date: 04/30/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$96,400 STATE OF MAINE
COMMUNITY PARAMEDICINE GRANT FOR THE PORTLAND FIRE
DPEARTMENT**

ORDERED, that a \$96,400 State of Maine Community Paramedicine Grant is hereby accepted and that amount appropriated to the Portland Fire Department; and

BE IT FURTHER ORDERED, that the City Council hereby approves the attached Grant Agreement in substantially the form attached hereto and authorizes the City Manager or designee to execute said Agreement and any other related documents necessary or convenient to carry out the intent of said Agreement and this order.



SERVICE CONTRACT

DATE: 3/31/2025	CONTRACT AMOUNT: \$ 96,400
ADVANTAGE CONTRACT #: 16A 20250326000000002227	
DEPARTMENT AGREEMENT #:	
START DATE: 4/1/2025	END DATE: 5/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Public Safety		
ADDRESS: 45 Commerce Dr.		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: City of Portland dba Fire Department		
ADDRESS: 380 Congress St		
CITY: Portland	STATE: ME	ZIP CODE: 04101
PROVIDER'S VENDOR CUSTOMER #:VC1000073493		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: Signature **Michael Sauschuck,**
Commissioner **Date**

BY: Signature **Danielle West, City Manager**
Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Soliana Goldrich		
EMAIL: Soliana.o.goldrich@maine.gov	TELEPHONE: 207-248-1190	
ADDRESS: 45 Commerce Dr		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME:		
EMAIL:	TELEPHONE:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Sean Donaghue		
EMAIL: donaghues@portlandmaine.gov	TELEPHONE: 978-590-5254	
ADDRESS: 380 Congress St		
CITY: Portland	STATE: ME	ZIP CODE: 04101

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☐	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	Rider D – Included at Department’s Discretion
☐	Rider E – Included at Department’s Discretion
☐	Rider F – Included at Department’s Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department’s Discretion
☒	Other – Included at Department’s Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$ 96,400	013	16A	1994	02	6401	HDAP	F2022		

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 96,400

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
Dedicated/Special Revenue \$
Federal Funds \$ 96,400

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	City of Portland dba Fire Dept
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to support EMS agencies in initiating and/or expanding community paramedicine services, with a focus on rural areas. The provider will be required to expand capacity to be able to provide COVID-19 testing. The contract focuses on a reduction in health disparities, improving and increasing healthcare resources offered by EMS to underserved populations and people living in rural communities.

The Provider shall train 20 CP providers as Community Paramedicine Technicians and operationalize a referral program.

Payment will be made upon receipt of an approved invoice. Invoices will come from the Provider on the Provider's usual billing form or letterhead identifying such document as an invoice, providing an invoice number, the amount due, the date of the invoice, the time frame covered, the name of the vendor and the remit to address. All invoices are to be submitted, preferably via email, to Soliana.O.Goldrich@maine.gov.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

Provider will send 20 providers to a CP training course and operationalize a referral program for CP with local entities.

This shall include use of funds as follows:

1. Up to \$86,400 for personnel
2. Up to \$10,000 for CP education

See attached scope of work under "other".

IV. REPORTS: remove this section if not applicable to this Contract.

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Quarterly Report	Quarterly report outlining implementation, successes and barriers
2.		

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Quarterly Report	Quarterly	30 days after end of quarter
2.			

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section “DEPARTMENT AND PROVIDER POINTS OF CONTACT” of this Contract.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. CONFLICT OF INTEREST. The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- 13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- 14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

- 15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

RIDER C: EXCEPTIONS

N/A

RIDER D: [TITLE]

(Included at Department’s Discretion)

N/A

RIDER E: [TITLE]

(Included at Department’s Discretion)

N/A

RIDER F: [TITLE]

(Included at Department’s Discretion)

N/A

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

BUSINESS ASSOCIATE AGREEMENT

(Included at Department's Discretion)

N/A

Other

Title: Scope of Work

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 195-24/25 Amendment to Portland City Code Chapter 14 RE: Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

SPONSOR: Sponsored by Branedon Mazer, Chair, City of Portland Planning Board
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 4/28/2025

**Final
Action 5/5/2025**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Brandon Mazer, Chair Planning Board, Kevin Kraft, Director of Planning and Urban Development (5 minutes)

I. SUMMARY

The Planning Board voted unanimously (5-0, Mazer recused, Silk absent) to recommend that the City Council adopt zoning map and text amendments to establish an Institutional Overlay Zone (IOZ) for the University of New England (UNE) campus and rezone the campus to B-2 Community Business and OS-P Open Space Preservation zones.

II. AGENDA DESCRIPTION

On February 25, 2025, the Planning Board voted unanimously (5-0, Mazer recused, Silk absent) to recommend that the City Council adopt zoning map and text amendments to establish an Institutional Overlay Zone (IOZ) for the University of New England (UNE) campus and rezone the campus to B-2 Community Business and OS-P Open Space Preservation zones. The proposed amendments would create a uniform zoning designation across the entire UNE Portland campus, replacing the current mix of residential (RN-1 and RN-3), commercial (B-2), and industrial (I-M and I-H) zones with B-2 Community Business and OS-P Open Space Preservation, the latter of which would apply to portions of undeveloped land along the Capisic Brook. The City's major medical and higher education institutions are eligible to apply for IOZ designation, which is encouraged particularly when future development may be inconsistent with existing base zoning. These zoning changes aim to support the long-term evolution of the UNE campus by providing flexibility for academic spaces, residential housing, and publicly accessible open space to better serve students, faculty, staff, and visitors.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The University of New England seeks the proposed zoning map and text amendments to implement the objectives of the Institutional Development Plan (IDP) and the long-term vision for their Portland campus. UNE would become the third IOZ in the City of Portland, following the adoption of overlays in recent years for Maine Medical Center and The Roux Institute at Northeastern University. Within the IOZ boundaries,

supplemental zoning regulations that have been informed by the long-range planning of the IOZ application itself, would apply to any development submitted by UNE in the future. Further, any modifications to the IOZ boundaries would require review by the City Council and any development at the Stevens Avenue campus that does not include UNE as an applicant, would be required to comply with the base zoning. Contemplated future development, as documented within the IDP, includes on-campus housing in the form of a residence hall, academic buildings, and an athletics facility.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intent of the zoning map amendment is to facilitate the future growth and evolution of the UNE Portland campus at 716 Stevens Avenue. Further, the IOZ process itself reflects a collaborative approach to zoning that allows for longer-term planning and community input that further the shared goal expressed in *Portland's Plan 2030*, which establishes a goal of having the City support sustainable growth in our community's educational institutions, noting the fact that such institutions are central to workforce development, employment, and the health of the local and regional economy. *Portland's Plan 2030* also establishes a goal of having the City's educational institutions incorporated into Portland's urban fabric through the use of high-quality design, through the management of impacts, through community partnerships, and innovative planning. Each of these adopted land-use goals are discussed at length within the IDP, and would be further facilitated through the proposed regulatory framework, and rezoning of the property to B-2 and OS-P.

Additionally, the zoning change would simplify regulatory requirements for a campus currently divided among multiple zoning districts that do not always align with or support institutional uses. Furthermore, rezoning undeveloped portions of the campus along Capisic Brook to OS-P Open Space Preservation would help preserve natural areas and advance key goals outlined in *Portland's Plan 2030*, such as identifying and protecting critical natural resources, restoring impaired water bodies, and supporting forest and scenic resources appropriate to Portland's urban context. It is important to note that the proposed actions do not include approval of any development proposals.

Any future development would need to comply with the proposed zoning changes under consideration and undergo subsequent site plan reviews to ensure conformance with the City's Site Plan Ordinance in the Land Use Code.

V. FINANCIAL IMPACT

The recommended zoning map and text amendments will have no financial impact on the City.

VI. STAFF ANALYSIS AND BACKGROUND

A report on the recommended zoning map and text amendments is included as part of the City Council packet.

VII. RECOMMENDATION

The Planning Board held a public hearing on February 25, 2025, to consider the proposed amendments and voted unanimously (5-0, Mazer recused, Silk absent) to recommend that the City Council adopt zoning map and text amendments to establish an Institutional Overlay Zone (IOZ) for the University of New England (UNE) campus at 716 Stevens Avenue and rezone the campus to B-2 Community Business and OS-P Open Space Preservation.

Based on the application materials, public testimony from Planning Board workshops (November 12, 2024, and January 28, 2025), and the public hearing (February 25, 2025), as well as other information reviewed during the process, the Planning Board has determined that the proposed amendments are consistent with the City of Portland's Comprehensive Plan. Accordingly, the Board recommends that the City Council adopt the proposed zoning map and text amendments for the UNE Portland campus at 716 Stevens Avenue.

VIII. LIST ATTACHMENTS

1. Amendment - UNE IOZ Text Amendments

2. UNE IOZ (Report)
3. Project Review Comments: Round 1 Comments Distributed on: October 17, 2024
4. UNE IOZ (Public Comment Received 2-24-2025)
5. UNE IOZ (Applicants Submittal and Drawings)
6. Attachment A - Article 8 Text Amendment
7. Attachment B - Zoning Map Amendment
8. Attachment C - IOZ Boundary
9. Attachment D - UNE IOZ Regulatory Framework
10. UNE IOZ City Council Report
11. Sykes-Bullett Amendment 1 to Order 195
12. 2025.05.19 Public Comment - Order 195

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14 RE: INSTITUTIONAL OVERLAY ZONE FOR THE UNIVERSITY OF
NEW ENGLAND CAMPUS**

WHEREAS, based on the findings, conclusions, recommendations, and other information provided in the Planning Board Report to City Council dated April 22, 2025, which is incorporated herein by reference, as well as the testimony, public comment, and other information submitted to the City Council, at the public hearing held on May 19, 2025, the City Council adopts the findings and conclusions in the Planning Board Report and finds that the below referenced amendments to Chapter 14 of the City's Code of Ordinances is pursuant to and consistent with the City's Comprehensive Plan;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That Chapter 14, Article 8, is hereby amended to read as follows, on the following pages:

8.2.4 Review process

Any project within the Fort Sumner Park Overlay shall go before the Parks Commission for a recommendation to the Planning Board regarding potential impacts on Fort Sumner Park.

8.3 INSTITUTIONAL OVERLAY (IOZ)

8.3.1 Purpose

The Institutional Overlay Zone (IOZ) provides a regulatory tool available to the city's major medical and higher education campuses where an alternative regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- A. Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and to sustain that role, these institutions need flexibility to change and grow.
- B. Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level.
- C. Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions.
- D. Support the formation and continuation of mutually beneficial public-private cooperation.
- E. Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods.
- F. Reflect Comprehensive Plan and other policy

objectives.

- G. Provide a regulatory tool for Portland's major institutions that includes the flexibility required to balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

8.3.2 Location and applicability

The city's major medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. Use of an Institutional Overlay Zone is encouraged for these institutions, particularly where proposed future development may be inconsistent with current base zoning.

8.3.3 Establishment

A. Application for an Institutional Overlay Zone.

Where an eligible institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

- 1. An Institutional Development Plan (IDP) in accordance with Subsection 8.3.4.
- 2. A regulatory framework in accordance with Subsection 8.3.5. If adopted, this framework shall serve as the text and map amendment to the City's Land Use Code and zoning map.

- B. **Required public involvement.** At least two neighborhood meetings shall be required to establish designation as an IOZ. The first shall be held prior to the formal submission of a zone change application, and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and should solicit feedback to inform the Institutional Development Plan (IDP) and regulatory framework proposed. Meetings shall be held in

a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates, and shall maintain written records of the meetings.

- C. Required scoping meeting.** The eligible institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and regulatory framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and regulatory framework will vary in detail and focus depending on the eligible institution and its context. The content requirements in Subsections 8.3.4 and 8.3.5 and the recorded comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the eligible institution.
- D. Reviewing authority.** The Planning Board shall review the zone change application, including the IDP and regulatory framework. At least one public workshop and a public hearing before the Planning Board are required. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying regulatory framework as an amendment to the City's Code of Ordinances.
- E. Future institutional development.** All new development shall be compliant with the established IOZ and accompanying regulatory

framework. It shall also be consistent with the IDP, consistent with the Comprehensive Plan, and shall meet applicable site plan standards, unless such standards are superseded by the regulatory framework. Any development proposed by an eligible institution outside the established IOZ boundary shall be reviewed under the standards of the applicable zone, unless such development is proposed in a residential zone and is functionally related to the operations within the IOZ, in which case it shall be addressed by the IDP and require an amendment to the IDP as applicable.

8.3.4 Institutional Development Plan (IDP)

- A. Purpose.** Any use conducted by an eligible institution and any construction by an eligible institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this section. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services, and to measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed regulatory framework and informs subsequent site plan review(s).
- B. Planning horizon.** An IDP shall provide the City and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the eligible institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more). However, the specific planning horizons for each institution will be determined as part of



the IDP approval process.

- C. Content.** The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required scoping meeting:

- 1.** Context information, including:
 - a.** The institution's adopted mission, vision, or purpose statement.
 - b.** A summary of relevant baseline data on the institution, including:
 - i.** A neighborhood context plan.
 - ii.** An inventory of current programs and services.
 - iii.** A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.
 - iv.** An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).
 - v.** An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.
 - c.** A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:
 - i.** A summary of existing resources, such as historic, open space, and natural resources.
 - ii.** A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization.
 - iii.** A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.
 - iv.** Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
 - d.** A summary of public involvement in the development of the IDP, including major areas of public concern.
- 2.** Assessment of future institutional growth and change, including:
 - a.** A description of institutional needs and areas of future institutional growth and change, with:
 - i.** A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).
 - ii.** Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.

- iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
- b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:
 - i. Transportation and access, with:
 - a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.
 - b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.
 - c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.
 - ii. Environment, with:
 - a) An analysis of potential cumulative impacts on natural resources and open spaces.
 - b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.
 - c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.
 - iii. Infrastructure, with:
 - a) An analysis of projected public utility demand and the capacity of associated infrastructure.
 - b) An analysis of projected public safety needs and projected impacts to the capacity of these services.
 - c) An infrastructure plan, representing the synthesis

of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design, with:

- a)** An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.
- b)** An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.
- c)** An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.
- d)** A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to

the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood engagement, with:

- a)** A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.
- b)** A property management framework that identifies the institution's process for handling operational property issues with neighbors.
- c)** Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.
- d)** A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear

communication strategy is in place in advance of construction.

D. Standards of review. The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board.
2. Reflect the issues/topics identified in the required public process.
3. Demonstrate consistency with the City's Comprehensive Plan and the purpose of this ordinance.
4. Demonstrate how the property ownership, proposed growth, and requested regulatory framework relate to the institution's mission.
5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands.
6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated.
8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated.
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric.
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local

amenities.

11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure.
12. Conform with the standards of Article 16 for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. ~~When proposed adjacent to or within 100 feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character defining elements of the landmark or portion of the district in the immediate vicinity.~~
13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

E. Approval. Upon finding that an eligible institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

F. Monitoring. The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments.

G. Amendments. An approved IDP shall guide campus development unless and until amended. If at any time the eligible institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply

identified in the Institutional Development Plan for review and approval by the Planning Authority.

J. Historic preservation

1. *Historic preservation review.* The B&M Cannery Building has been designated as a local historic landmark. The area of designation includes the B&M Cannery Building, as well as the area of the former Codfish Building and pier. The Historic Preservation Board's review of activity within the site of the former Codfish Building and pier is limited to review of any activity that would require a Certificate of Appropriateness that is proposed on a newly constructed pier. A Certificate of Appropriateness will not be required for the demolition of the Codfish Building or construction of a new pier and related infrastructure, including future alterations to the pier structure.
2. *Required interpretive elements.* Northeastern University shall include interpretive element(s) on top of or within the surface of the new pier that convey the history and significance of the Codfish Building. Prior to construction of said elements, the University shall submit the proposal to the Historic Preservation Board for its review and approval. The interpretive elements shall be designed in a manner that does not interfere with the use and functionality of the pier as a marine passenger facility and for water access by the Roux Institute and the public.
3. *100-foot review exemption.* The B&M Cannery Building is exempt from Subsection 13.6.4(E)(2) for review of

development within 100 feet of a landmark.

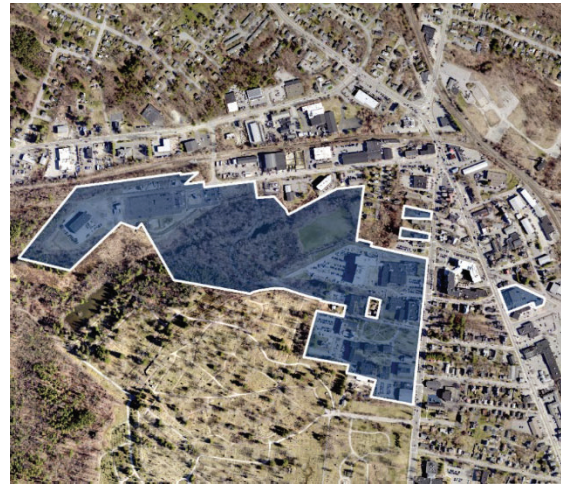


FIGURE 8-H: UNE IOZ BOUNDARY

8.3.8 The University of New England Overlay Zone Regulatory Framework

A. Applicability. The regulatory framework shall apply only to development proposed by the University of New England (UNE) within the boundary of the Institutional Overlay Zone (IOZ) and to which UNE holds right, title, or interest. Properties in the UNE IOZ shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by the regulatory framework. The UNE IOZ shall have the boundaries depicted in Figure 8-H.

B. Phasing and monitoring

1. UNE shall file monitoring reports every five years with the Planning Authority. Monitoring reports shall ensure that data in the IDP is current and provide a summary of progress on IDP implementation, including details of

acquisitions and divestments since the date of IDP approval.

2. Interim conditions shall be designed for a pleasant pedestrian experience through planting, lighting, wayfinding, graphics, artwork, or ornamental fencing to provide screening, buffers, and enhancement. Interim areas of the site which are not actively used for parking or construction staging will be appropriately left in a natural state, landscaped or accommodate gathering on lawns or other aesthetically hardened spaces.

C. Uses. In addition to the uses permitted in the underlying zone, laboratory and research facilities and off-street parking shall also be permitted as a matter of right within the IOZ.

D. Dimensional requirements

1. For the purposes of this IOZ, “lot” is defined as the contiguous lots under UNE ownership, including land separated by a

public or private right-of-way. The “lot” boundary is shown in Figure 8-H.

2. Side and rear setbacks shall not be required between buildings on contiguous lots owned by UNE on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.
3. Maximum building heights for new principal buildings in the IOZ shall be governed by the maximum building heights map in Figure 8-I.

E. Transportation

1. *Transportation demand management (TDM).* At the time of the first site plan review following IDP approval, UNE shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan may be

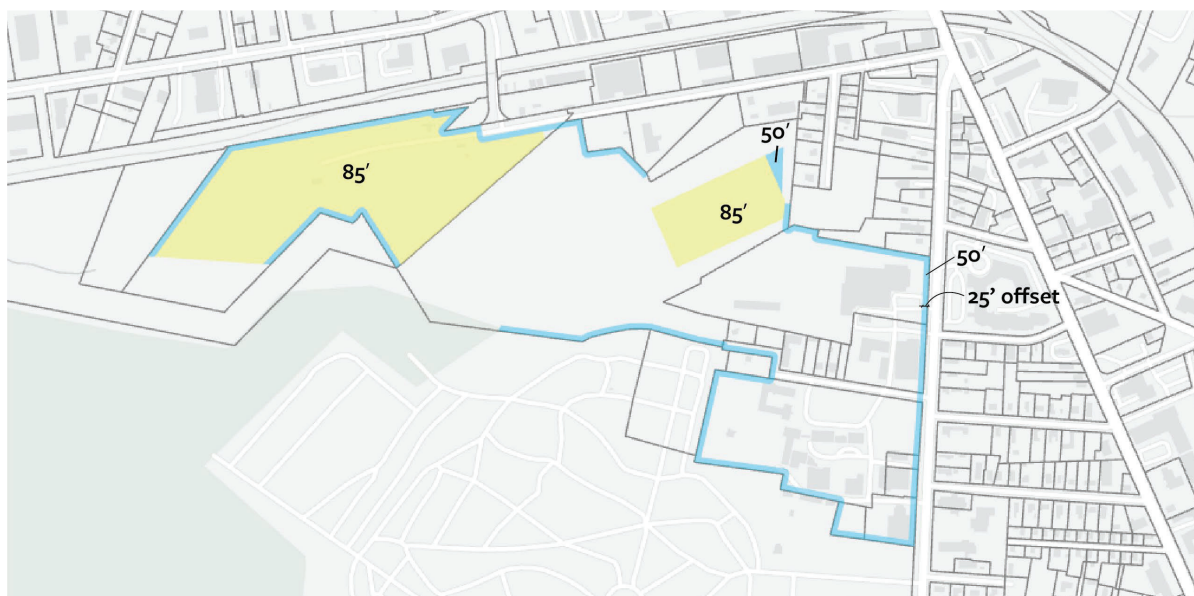


FIGURE 8-I: MAXIMUM BUILDING HEIGHTS



- phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
- 2. Parking.** Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wise analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievement and data contained in the TDM Plan.

F. Environment. All new buildings and parking facilities proposed by UNE shall integrate with the surrounding context to allow connectivity amongst open space, pedestrian networks, and the Evergreen Cemetery, and to protect the critical natural resources associated with the Capisic Brook watershed. The Planning Board may approve a reduction of the setback requirement for a new building to the least amount necessary to achieve the goals of the development and minimize overall impacts, provided that the setback is not reduced to less than 40 feet.

G. Mitigation measures

- 1.** Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
- 2.** Impacts to natural resources shall be mitigated in accordance with local, state, and federal permitting standards in effect at the time.

H. Design

- 1.** All new development shall be designed to create a cohesive campus character.
- 2.** New buildings shall be designed with building entrance(s) and principle facades oriented towards existing campus buildings, open space, streets, and pedestrian pathways.
- 3.** New buildings will minimize visual impact of service areas, loading docks, and utility structures.
- 4.** All new development shall provide a variety of open spaces that are integrated into the existing campus.
- 5.** All new development shall provide adequate lighting for clear visibility at streets, pedestrian pathways, building entries, and parking areas. All lighting shall be compliant with UNE's lighting plan, which is included in the IDP.
- 6.** All signage shall be compliant with UNE's signage design standards, which are included in the IDP.

I. Neighborhood integration

- 1.** For the purposed of keeping surrounding residential areas appraised of its future development plans, and to address any neighborhood issues related to the operations of the UNE campus, UNE shall adhere to the ongoing neighborhood engagement principles identified in the IDP.
- 2.** Ongoing community engagement shall be conducted, including the continuation of posting project update's on UNE's Campus Planning web page and the creation of a dedicated email address for neighbor

communications with UNE's Planning Department.

3. UNE shall conduct annual neighborhood outreach through neighborhood meeting(s), to be hosted on campus, and shall provide the Planning Authority with a copy of the neighborhood notice and a record of participants, content, and feedback as described in Section 13.5.5(C).
4. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.

8.4 ISLAND TRANSFER STATION OVERLAY

8.4.1 Purpose

The purpose of the Island Transfer Station Overlay Zone is to establish a location for a transfer station for municipal solid waste and municipal public works activities. This zone shall be established through a conditional rezoning process in order to ensure the imposition of appropriate conditions for the protection of neighboring properties.

8.4.2 Permitted uses

- A. Municipal solid waste facilities, including compactors and storage bins, provided that the compactor shall be located within a fully enclosed structure.
- B. Recycling facilities, provided that all recycling areas shall be buffered and screened from neighboring properties.
- C. Municipal garages, material storage, and parking for vehicles.
- D. Maintenance of municipal vehicles and equipment.
- E. Minor wind energy systems co-located with public industrial or utility facilities, subject to

the applicable standards within Article 6.

8.4.3 Conditions

Requirements for setbacks and any operational limitations shall be established as part of the conditional rezoning process.

8.5 PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

8.5.1 Purpose and applicability

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-HJ), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section.

8.5.2 Use restrictions

- A. Within the PAD Overlay Zone, a minimum of 75% of the street level frontage, measured as a percentage of total building length excluding areas of vehicular and pedestrian egress, and any mechanical or electrical equipment rooms servicing the building, shall consist of the uses specified below. Such uses shall occupy a minimum of 40 feet in depth, measured from the street facing façade of the building.
 1. Bars
 2. Cultural facilities
 3. General services
 4. Governmental uses
 5. Hotels
 6. Low-impact industrial, provided that only retail sales of products produced on site, or eating and drinking areas shall be

716 Stevens Avenue
Institutional Overlay Zone, Zone Map and Text Amendment
ZN-003059-2024
University of New England

Submitted to:	Portland Planning Board	Prepared By:	Natasha Kypfer
Public Hearing Date:	February 25, 2025	Date:	February 21, 2025



Figure 1: Image of the UNE Portland campus map, provided by the applicant.

I. INTRODUCTION

The University of New England (UNE) has submitted a zoning map and text amendment application to establish an Institutional Overlay Zone (IOZ) for UNE’s Portland Campus and to rezone the campus from a mixture of residential (RN-1 and RN-3), commercial (B-2), and industrial (I-M and I-H) zones, to B-2 Community Business, with certain environmentally sensitive areas being proposed as OS-P Open Space. This application is intended to establish zoning regulations that are conducive to the University’s long-term development plans and would allow for on-campus housing, academic buildings, and athletic facilities.

In the process of designating the IOZ, the Planning Board is tasked with reviewing the proposal and its associated components, including: 1) the Institutional Development Plan (IDP), a proactive planning document utilized to guide the anticipated growth for the institution and inform the Regulatory Framework, and 2) the Regulatory Framework, which establishes zoning requirements intended to facilitate future growth as outlined in the IDP. The Planning Board reviews these documents for consistency against the standards found within Section 8.5 of the Land Use Code, ultimately resulting in a recommendation to the City Council to adopt the IOZ boundaries and the Regulatory Framework.

Review of the UNE IOZ has spanned across multiple Planning Board workshops. The first Planning Board workshop on this item, which was held on [November 12, 2024](#), served as an initial introduction to the project and the IOZ process. The second Planning Board workshop, which was held on [January 28, 2025](#), focused on the proposed Regulatory Framework language and the proposed rezoning of the campus to B-2 Community Business and OS-P

Open Space. This report is intended to summarize the application’s consistency with the applicable review standards for an institutional overlay zone, listed under Section 8.3.4.D and 8.3.5.E in the Land Use Code, and with *Portland’s Plan 2030*.

The Planning and Urban Development Department mailed 191 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the February 13, 2025 and the February 14, 2025 editions of the *Portland Press Herald*.

Applicant:University of New England, Alan Thibeault

Representatives:Woodard & Curran, Caitlin Suhr
Bernstein Shur, Mary Costigan
Sewall Infrastructure, Diane Morabito

II. THE PURPOSE AND COMPONENTS OF AN IOZ

Section 8.5.1 of the Land Use Code describes the Institutional Overlay Zone (IOZ) as a regulatory mechanism, available solely to the five major medical and higher educational institutions within Portland, wherein an improved regulatory structure can be sought in order to facilitate a consistent, predictable, and clear growth management process. The five institutions are: Maine Medical Center, Mercy Hospital, the University of Southern Maine, the University of New England, and The Roux Institute at Northeastern University. Maine Med piloted the first IOZ back in 2017, with Roux following suit in 2022, therefore making UNE the third institution to pursue an IOZ.

The Land Use Code requires the following three components as part of the IOZ submission:

- The *Institutional Development Plan (IDP)* serves as a background document, or comprehensive plan, which is developed specifically by the eligible institution and is intended to guide development over the life cycle of the plan through its short-, medium-, and long-term growth. The IDP is intended to function as a stand-alone document and is envisioned as a fundamental component of the IOZ itself. The IDP would be approved by the Planning Board and is subject to meeting the content and review standards listed under Section 8.5.4, C&D.
- The *Regulatory Framework*, establishes supplemental zoning and land-use regulations, specific to the institution, that are directly informed by the IDP, and which are intended to allow for orderly growth and manage off-site impacts. The regulatory framework is first considered by the Planning Board, which makes a recommendation to the City Council around its adoption. If adopted by the Council, the regulatory framework would be added directly into the Land Use Code.
- The *IOZ Zoning Map* depicts the boundaries of an institution’s IOZ, and is a geographic element intended as an amendment to the City’s official zoning map. As with the regulatory framework, the IOZ map would require City Council adoption, following a recommendation by the Planning Board.

III. PROJECT SITE DATA

Property Size	72± acres
Property Address	716 Stevens Avenue
Existing Zoning	R-3, R-5, B-2, I-M, and I-H
Existing Use	UNE Portland Campus

Proposed Zoning	B-2, Community Business OS-P, Open Space Preservation
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IV. BACKGROUND AND EXISTING CONDITIONS

The University of New England is Maine's largest private university, with campuses here in Portland, in Biddeford, in Tangier, Morocco, as well as online. The IOZ application is exclusively for the Portland campus. Beginning as the Westbrook Seminary in 1831, today the campus occupies a roughly 72-acre site (see Figure 2), situated within the Deering Center neighborhood. UNE's campus includes the College of Dental Medicine, the Westbrook College of Health Professions, the College of Graduate and Professional Studies, Innovation Hall, and other fixtures like the Oral Health Center and Dental Hygiene Center clinics, and the UNE Art Gallery and Maine Women Writers Collection.

UNE's Portland campus is comprised of 25 separate buildings, 11 off-street parking areas, extensive forested open space areas, and other campus green spaces. The campus is centered around a historic campus core; the locally designated Westbrook College Historic District, which occupies the southeastern corner of the campus and includes several historic academic buildings organized around a campus quad. With regard to the surrounding campus context, Warren Avenue, Bishop Street Extension, and Bishop Street are to the north; Stevens Avenue is to the east; and the Evergreen Cemetery and Central Maine Power Utility Corridor are positioned to the south. Within the campus are several privately-owned residential properties that are situated along College Street (see Figure 1). Additionally, three UNE-owned parcels are located proximate to the campus proper but not directly on-site, with these being the properties at 1075 Forest Avenue, 798 Stevens Avenue, and 812 Stevens Avenue.

Prior to this application, the University had submitted a separate application (ZN-001549-2021) with the same aim of establishing an IOZ for UNE's Portland Campus. UNE worked closely with City staff and other stakeholders to develop a draft IDP and Regulatory Framework, and came before the Planning Board for a single workshop, which was held on [January 25, 2022](#). This application was ultimately withdrawn, as the University prioritized the permitting of the Center for Health Sciences, Application PL-002017-2022, which was approved by the Planning Board on [September 27, 2022](#).

V. REVIEW OF ZONE CHANGE TO B-2 AND OS-P

This application requests that the City rezone UNE's campus from RN-1, RN-3, B-2, I-M, and I-H to a combination of B-2 Community Business and OS-P Open Space Preservation, in order to create a more uniform underlying zoning framework for the university. As detailed in the application, the B-2 zone permits post-secondary schools by-right (definition included below), with this use being conditional in the RN-3, and not permitted within the other zones found within the campus. Rezoning the campus to B-2 would permit a range of activities and uses across the entire UNE Portland campus and would provide a more predictable permitting pathway for the University to grow as outlined in their draft IDP.

Post-secondary school Definition

A Post-secondary school is: A facility for postsecondary higher learning that grants associate or bachelor's degrees. The institution may also have research facilities and/or professional schools that grant master and doctoral degrees. Post-secondary schools may also include additional uses as part of the principal use, such as dormitories, cafeterias, restaurants, retail sales, indoor or outdoor recreational facilities, preschool facilities, and similar uses.

In examination of the zoning context, UNE is located just south of Morrill's Corner, which is anchored by a cluster of properties zoned TOD-1 Transit Neighborhood zone, which allows a diverse array of uses, and permits higher intensity development, to support high-frequency transit activity in this location. South of Morrill's Corner along Steven's Avenue, the zoning transitions from TOD-1 to B-2 Community Business, with various commercial, institutional (including outparcels owned and operated by UNE), and residential uses. Immediately across from UNE's campus is a large parcel zoned RN-5, which is the site of Park Danforth; a large-scale senior assisted living facility. The zoning then transitions to RN-3 along the east side of Stevens Avenue as one moves towards Deering Center, and these properties feature a mixture of small- and mid-scale residential development, a childcare facility (The Children's Center), a private school (St. Brigid School) and St. Joseph's Catholic Church. Beyond these properties, the zoning again transitions to B-1 Neighborhood Business and RN-5 at the site of the former St. Joseph's Convent, which has since been converted into age-restricted housing with additional on-site amenities and other commercial leased space. Along the west side of Steven's Avenue, property is predominantly zoned OS-R, which encompasses Evergreen Cemetery.

As stated above, the applicant is requesting that the UNE Portland Campus be rezoned to B-2 Community Business and OS-P Open Space Preservation. The purpose statements for these two zones are provided below.

B-2 Purpose Statement

The purpose of the B-2 zone is: To provide locations for a mixture of commercial, service, and residential uses in a comfortable pedestrian environment that is easily accessible and well-connected to surrounding neighborhoods. Such a mixture may serve the daily needs of nearby residents within walking distance, as well as surrounding neighborhoods via multiple modes of transportation. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in shopping centers and along arterial streets. The B-2 zone's multi-modal orientation accommodates all modes of transportation, and the standards of the zone require that development relate to surrounding neighborhoods by design, orientation, and circulation patterns. The zone encourages mixed-use development, and provides locations for moderate to high-density housing, including three-family, four-family, townhouse, and multi-family structures in urban neighborhoods along arterials.

OS-P Purpose Statement

The purpose of the OS-P zone is: To preserve and protect open space as a limited and valuable resource, and to further the City of Portland's goals related to climate adaptation and resiliency. The OS-P zone prioritizes preservation and protection of Portland's critical conservation and natural resource areas. Very limited development may be allowed for sustainable energy generation, passive recreation and educational purposes, but must be compatible with and cause little impact to these areas.

In assessing the appropriateness of the B-2 use and dimensional provisions, Staff would note that the B-2 is generally more permissive than the current RN-1 and RN-3 zones, which constitute the majority of the University's land area, and all of the core upper campus area. As noted previously, the RN-3 zone does permit post-secondary schools as a conditional use, however the dimensional restrictions for the RN-3 are geared towards small-scale residential development, and are not well-suited for larger-scale institutional development. For example, building heights are limited to 35 feet, and lot coverage is limited to 50% for non-residential uses. The B-2 meanwhile permits building heights of up to 75 feet, and allows for more intensive development, with a requirement that just 10% of the lot be landscaped open space. From a use perspective, the B-2 zone permits a wide variety of different uses as detailed in Table 6-C in the Land Use Code, with a mixture of residential, institutional, commercial and light-industrial uses. These permitted uses encompass the vast majority of uses anticipated to occur at UNE's campus, as

indicated within the IDP under their 10± year development plan, including: student housing, an athletic facility, and future academic buildings and renovation/expansions to existing academic buildings.

In reviewing this application and the proposed zoning, City staff encouraged the Applicant to consider formally rezoning the applicant's proposed designated open space areas to OS-P, Open Space Preservation. As depicted in Figures 2 and 3 below, the evolution of the open space areas can be seen. In the first submission of this application, these areas were not defined. Based upon feedback from City staff, which encouraged the University to preserve high-value natural areas on campus within the Capisic Brook Watershed area, the applicant revised their height map to delineate open space or no-build areas as seen in Figure 3. The City then recommended that these areas be rezoned to OS-P, as this is an already defined zone with clear use and dimensional restrictions, and a purpose statement that aligns with the City's goals for the preservation of these critical natural resource areas on UNE's campus.



Figure 2: Rendering of original Height Overlay Map, provided by the applicant with their 11/08/2024 submittal.



Figure 3: Rendering of current Open Space and Height Map, provided by the applicant with their 2/7/2025 submittal.

VI. UPDATES BASED ON PREVIOUS WORKSHOPS AND FURTHER DISCUSSION

At the November 12, 2024 workshop, the Planning Board indicated support for the creation of the IOZ by UNE, and through discussions, highlighted several areas that deserved further study. In response, the Applicant provided revisions with their resubmission. Further, in light of the adoption of Recode, effective December 4, 2024, and in response to comments from the Board, Staff, and the public, UNE made significant revisions to their IOZ height map, by: plotting three OS-P areas (i.e. effectively ‘no build areas’ or 0-foot maximum height zones) and aligning the three outparcels along Forest and Stevens Avenues with the B-2 maximum height of 75-feet (in addition to the areas not within either the Open Space, or the two areas marked with 85-feet maximum height allowances). These changes are depicted above in Figures 2 and 3 above, as previously detailed.

At the January 28, 2025 workshop, the Planning Board largely focused on the following topics:

- Reducing the allowable building height between the proposed residential development and open space area/25-foot transition zone. This area was proposed to have a maximum building height of 75 feet, and the City had recommended that this be reduced to either 50 feet, as is permitted within the transition zone, or to be mapped as additional open space, in order to provide additional buffer in this location. This area abuts numerous homes along Mayfield Street. Minimizing activity in this location and reducing building heights would curtail numerous potential impacts to these abutters, including noise, light, and visual impacts.
- Reducing allowable building heights within the proposed transition zones, or establishing these zones as no-build areas.
- Consider expanding upon the required community engagement.
- Rezoning proposed open space areas to OS-P. Staff sought the Board’s feedback on the appropriateness of this, and the extent of the identified area(s).

VII. REVIEW OF INSTITUTIONAL DEVELOPMENT PLAN

A primary function of the IDP is to identify likely future development and identify whether such development is a short-term (1-5 years), medium-term (5-10 years) or long-term (10+ years) priority for the institution, as detailed in Section 8.5.4.B. The IDP itself is subject to several review standards, which are intended to ensure that the IDP comprehensively details the institution’s development plans, necessary infrastructure improvements, and strategies for mitigating development impacts and engaging with the surrounding neighborhood. Table 1 below provides an overview of each content category, listing whether or not the required information has been provided, and where within the IDP document the materials can be found.

TABLE 1: Section 8.3.4.C, Required Content of the Institutional Development Plan (IDP)			
	Content Category	Provided	Resource
1.	<u>Context Information:</u> Mission, vision, or purpose statement	✓	Provided as Chapter 1, on Pages 4-6. <i>UNE’s mission, vision, and core values are identified.</i>
2.	<u>Context Information:</u> Relevant baseline data	✓	Provided as Chapter 1, on Pages 7-22.
3.	<u>Context Information:</u> Baseline characteristics of the existing campus & context of UNE	✓	Provided as Chapter 1, on Pages 22-27.
4.	<u>Context Information:</u>	✓	Provided as Chapter 1, on Pages 27-28.

	Summary of public involvement		<i>The information is provided here, and supplemented by the neighborhood meeting packets included as Attachments H and I to this memo.</i>
5.	<u>Assessment of future institutional growth & change</u>	✓	Provided as Chapter 2, on Pages 29-36.
6.	<u>Analysis and associated plans for: Transportation & Access</u>	✓	Material provided as Chapter 3, on Pages 37-53.
7.	<u>Analysis and associated plans for: Environment</u>	✓	Material provided as Chapter 4, on Pages 54-70.
8.	<u>Analysis and associated plans for: Infrastructure</u>	✓	Material provided as Chapter 5, on Pages 71-74.
9.	<u>Analysis and associated plans for: Design</u>	✓	Material provided as Chapter 6, on Pages 75-84.
10.	<u>Analysis and associated plans for: Neighborhood Engagement</u>	✓	Material provided as Chapter 7, on Pages 85-93.

Attached to this report, are both the first and second round of review comments generated by the City (see Attachments 1 & 2), providing a summary matrix which demonstrates the status of the requirements, and sub-requirements, of the IDP. As further evidenced in the table above, the Applicant has provided all of the necessary requirements within each document. The section below provides an overview of how the IDP complies with each review standard:

Institutional Development Plan: Standards of Review

Based on LUC Section 8.3.4.D, staff has found:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board.

Staff Findings: As demonstrated in Table 1 above and Attachments 1 & 2 (included), the Applicant has addressed all content requirements. No content requirements have been modified by the Planning Authority or the Planning Board.

2. Reflect the issues/topics identified in the required public process.

Staff Findings: Through the course of the multiple neighborhood meetings and Planning Board workshops, three predominant topics emerged: parking, environmental sensitivity, and proposed height. In response to these identified issues, the applicant provided additional documentation in the Transportation & Access section of the IDP, by the inclusion of designated OS-P zones on campus, and by modifying the proposed Height Map based on Planning Board, City staff, and public comment.

With respect to concerns around on-street parking in adjacent neighborhoods, the applicant has provided documentation demonstrating that the University has adequate parking supply to serve faculty, staff, students and visitors. Certain users elect to park on-street, primarily along Steven's Avenue, which is a public facility. As discussed in prior Planning Board workshops, the authority to establish and enforce on-street parking restrictions lies with the City, and the City. In evaluating current on-street parking demand in the vicinity of UNE, the City would note that this demand can be accommodated on Stevens Avenue, and

that the City's preference would be to maintain free on-street parking on Stevens Avenue, in order to provide additional traffic calming along this street.

3. Demonstrate consistency with the City's Comprehensive Plan and the purpose of this ordinance.

Staff Findings: *Portland's Plan 2030* establishes a goal of having the City support sustainable growth in our community's educational institutions, noting the fact that such institutions are central to workforce development, employment, and the health of the local and regional economy. *Portland's Plan 2030* also establishes a goal of having the City's educational institutions incorporated into Portland's urban fabric through the use of high-quality design, through the management of impacts, through community partnerships, and innovative planning. Each of these adopted land-use goals are discussed at length within the IDP, and would be further facilitated through the proposed regulatory framework, and rezoning of the property to B-2 and OS-P.

4. Demonstrate how the property ownership, proposed growth, and requested regulatory framework relate to the institution's mission.

Staff Findings: Within the IDP, UNE documents their campus master planning process, wherein they have worked to evaluate their existing and future programming needs and facility capacity to deliver educational programs to their students, including: a current facility assessment, current and future program requirements, and key institutional needs. Further, this is enumerated visually into the provided Figure 2.1: Campus Master Plan, on Page 33 of the IDP. UNE's mission statement states: "UNE prepares students to thrive in a rapidly changing world and, in so doing, to improve the health of people, communities, and our planet."

In assessing future institutional needs, the University prepared a list of short- mid- and long-term priority projects, which includes student housing, a new athletic facility, and potential future academic buildings. The University also prioritizes being a good steward of the land and a good neighbor within the community. In order to achieve these aims, the University proposes rezoning the property to B-2 and OS-P, in order to accommodate the above-listed uses, and preserve critical natural areas on campus. The regulatory framework supplements this work by increasing allowable heights in key locations, to allow for taller buildings with a smaller building footprint, in order to minimize impacts to natural resource areas. Further, the regulatory framework establishes transition zones to minimize the impact of new development on abutting property.

5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands.

Staff Findings: As documented in the IDP, UNE's Portland campus is serviced by a variety of transportation infrastructure, which includes several arterial highways in close proximity, with convenient access to the Maine Turnpike (via Riverside Street, Warren Avenue and Bishop Street) and access to I-295 via Forest Avenue; it is further served by metro transit bus service, pedestrian infrastructure, EV charging stations, and a bicycle network. The IDP details available off-street parking supply and the anticipated demand for off-street parking as future planned development occurs. This information supports the University's position that there is an adequate supply of off-street parking available at present, and that this supply will be sufficient to serve future demand. Additionally, the University outlines numerous transportation demand management (TDM) strategies that are currently being utilized, such as subsidized transit passes, support

of carpooling and ridesharing, provision of extensive bicycle infrastructure on-campus, and the use of a variety of other incentives for users who do not commute using a single occupancy vehicle. These strategies are anticipated to continue reducing parking demand for the campus.

6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.

Staff Findings: The UNE Portland campus occupies approximately 72 acres of land in Deering Center, however much of the campus is undeveloped or minimally developed, with the campus containing large tracts of undeveloped woodland and wetlands, which lie within the Capisic Brook Watershed, along with an active use recreational field, Gulliver's Field. The most intensively developed area is located at the southeast corner of the University's contiguous campus, and is centered around the historic core of the campus, the Westbrook College Historic District, a locally designated historic district with buildings dating back to the early 19th century, which are organized around the main campus quad. Preservation of the University's historic resources remains a prominent goal of the University, and is spoken to in detail within IDP. Furthermore, as a locally designated historic district, the review of any construction activity or exterior building modifications within the district, is subject to historic preservation review by the City. With respect to the University's critical natural resources and existing open spaces, the University details numerous strategies for minimizing impacts or even enhancing these resources, as was demonstrated under the University's Intermodal Transportation Facility project, which revegetated former impervious areas. The University is also proposing to rezone certain areas of the campus to OS-P, which would prevent future development in these locations particularly along the Capisic Brook. Rezoning natural areas of the campus to OS-P provides clarity on where future growth will be directed on the campus, ensuring predictability while minimizing potential impact on natural resources in the future.

7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated.

Staff Findings: The IDP explicitly states that future development will not impact existing environmentally sensitive areas, such as streams on campus, and that minimum setbacks will be maintained for all future projects. *Table 4.1: Open Space Area Calculations* on Page 61, documents the commitment to preserve approximately 14% of UNE's total campus area as OS-P Open Space Preservation, or roughly 10.3 acres of the 72-acre campus. Furthermore, any future development projects subject to Site Plan review would still need to comply with all local standards, including those related to environmental and stormwater impacts.

8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated.

Staff Findings: The draft IDP includes a detailed infrastructure plan for the University which documents current utility demands related to water, wastewater, electricity, telephone & data, and natural gas and heating fuels, with listed strategies for ensuring adequate capacity for future development, for limiting or reducing demand for these services to the extent possible. This includes for example commitments to use low-flow fixtures, to design future buildings using high-efficiency building envelopes and mechanical systems to reduce energy demand, and to site development to maximize passive solar exposure and limit disturbance to on-site natural features to protect water quality.

9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric.

Staff Findings: Within the Open Space and Height Map, a transition zone buffer (shown in aqua), has been included and is noted along the campus edges, where the campus is located adjacent to residential and open space zones. The transition zone is generally 25 feet deep, however the zone increases in depth adjacent to the proposed residential building, which under the proposed height map, could be as tall as 85 feet from the average post-development grade. Within the transition zone, buildings would be required to step down to no more than 50 feet from the average post-development grade. By designating over 10 acres of the campus as OS-P Open Space Preservation and reducing building heights near existing residential neighborhoods, UNE creates a gradual transition from lower-scale structures to larger institutional and residential buildings appropriate for the campus. The proposed increased height in strategic locations enables vertical growth rather than horizontal expansion, promoting a more compact development footprint within the constrained urban campus while minimizing impacts on natural resources or abutting neighborhoods.

10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local amenities.

Staff Findings: Within the IDP, the University prioritizes minimizing impacts to abutting properties, and providing opportunities for the surrounding community to come on campus and enjoy campus amenities and open space. The proposed regulatory framework establishes a transition zone around much of the exterior of the campus, which limits building heights to 50 feet. Additionally, the University contemplates the construction of student housing on-campus, which would relieve some of the housing pressure on the surrounding neighborhood. Lastly, significant open space on-campus would be preserved under this proposal, and the University continues to work with Portland Trails to extend the local trail network across the University's campus.

11. Anticipate future off-site improvements that would support the integration of the institution into the community and citywide infrastructure.

Staff Findings: As detailed in their IDP, UNE has established strategies for assuring the acquisition or disposition of any property by the University is clearly communicated to abutters.

12. Conform with the standards of Article 16 for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within 100 feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity.

Staff Findings: As noted prior, the UNE Portland campus contains the Westbrook College Historic District. As detailed in the IDP, the character defining components of the buildings located within the historic district are identified within the IDP, and are used to inform the proposed design standards for new development on campus, to ensure a cohesive campus identity, while simultaneously ensuring that new development is a product of its time.

13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

Staff Findings: According to the IDP, the University prioritizes being a good neighbor and having meaningful engagement, which UNE states is critical to its success. The IDP details ongoing community engagement strategies, which include providing: monthly project updates for all current and active projects published in a publicly accessible format to their web page, and the creation of a dedicated email address that allows neighbors to direct questions, concerns, and feedback directly to UNE's Planning Department and its project team members.

VIII. REVIEW OF REGULATORY FRAMEWORK

Stemming from the IDP, the proposed regulatory framework (zoning) works to codify the institutional use(s) and related activities in line with UNE's stated mission to: *prepare students to thrive in a rapidly changing world and, in so doing, to improve the health of people, communities, and our planet.* UNE provided initial regulatory framework text (Attachment E), which the City amended and inserted into the draft updated Article 8 within the City's Land Use Code (Attachment 3). Table 2 below was created to provide an overview of each content category, listing whether or not the required information has been provided, and an overview of content details. Further, Figure 4 below depicts the Maximum Building Heights map proposed with the UNE IOZ.

TABLE 2: Section 8.3.5.D, Required Content of the Regulatory Framework			
	Content Category	Provided	Resource
1.	Zoning boundary of the IOZ	✓	Figure 6, shown below, identifies the zoning boundary clearly in the form of a map displaying the overlay zone, and a table, included within the IDP, lists all properties, identified by both CBL and address.
2.	Phasing and schedules	✓	UNE shall file monitoring reports every five (5) years with the Planning Authority, and at the time of submission of future site plan applications, UNE shall identify any required updates to the IDP, to allow the document to remain current.
3.	Uses	✓	In addition to those uses permitted within the B-2 and OS-P zones, the IOZ would also permit the following uses by right: • Laboratory and research facilities • Off-street parking
4.	Dimensional requirements	✓	The proposed IOZ would supplement the dimensional restrictions of the underlying zones as follows: • Transition zones to extend twenty-five feet (25') from the lot boundary and, within transition zones, the maximum building height shall be fifty feet (50'), as depicted by the UNE IOZ Height Map, Figure 3 provided above in the memo. • Maximum building heights for new principal buildings in the IOZ shall be governed by the UNE IOZ Height Map, Figure 3 provided above in the memo.
5.	Transportation	✓	TDM and parking requirements are highlighted in this section.
6.	Environment	✓	UNE's approach to the inclusion of open space and preservation of environmentally-sensitive areas.
7.	Mitigation measures	✓	A broad approach to identified mitigation measures are included here.

8.	Design	✓	The Regulatory Framework provides five (5) standard of design for the IOZ.
9.	Neighborhood integration	✓	Thresholds and requirements for neighborhood engagement are summarized here.
10.	Monitoring	✓	As noted above under 2., the applicant will prepare and file monitoring reports with the City every five (5) years.



Figure 4: The proposed Maximum Building Heights map, created by PUD, and included in the drafted Regulatory Framework.

Attached to this report, in the first round of review comments generated by the City (see Attachments 1), provided is a summary matrix which demonstrates the status of the requirements, and sub-requirements, of the Regulatory Framework. In the creation of finalizing this text (Attachment #3), City staff lead the drafting. As further evidenced in the table above, all of the necessary requirements within the document have been provided. Below delves into the Regulatory Framework standards of review:

Regulatory Framework: Standards of Review

Based on LUC Section 8.3.5.E, staff has found:

1. Be consistent with the Comprehensive Plan and the Institutional Development Plan.

Staff Finding: The drafted Regulatory Framework is consistent with both *Portland's Plan 2030* and the drafted Institutional Development Plan. Throughout the formation of the proposed IOZ, City staff has worked with the Applicant to revise the documents to not only include all required content, but also to strengthen the connection between the proposed land use regulations, and both Portland's Plan 2030 and the drafted IDP.

Specifically, Portland's Plan 2030 emphasizes the importance of prioritizing sustainable land use and transportation policies that enhance connectivity, walkable neighborhoods, and multimodal transportation while protecting the city's critical natural resources (pg. 19). It also emphasizes the need to balance continuity and change as Portland grows (pg. 27), and supporting sustainable growth in educational,

medical, and cultural institutions, while fostering a strong workforce by attracting and retaining human capital (pg. 43). Additionally, the plan encourages contextually appropriate housing density near neighborhood centers, service hubs, and transit corridors to support complete neighborhoods (pg. 50). Specifically, the Comprehensive Plan acknowledges the need for the City to support the orderly expansion of institutional uses—including educational, cultural, and medical campuses—recognizing their essential role in workforce development, employment, and the broader regional economy. Based on the goals and objectives of the Comprehensive Plan, the Regulatory Framework aligns with the plan's vision and will guide UNE's future growth in a manner that reflects the shared priorities outlined in the plan.

2. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews.

Staff Finding: The submitted Regulatory Framework is a concise yet functional set of supplemental development regulations that were drafted to help facilitate build-out of UNE's Portland campus in alignment with the draft IDP, while ensuring that impacts associated with such development is satisfactorily mitigated. The applicant has delineated the IOZ boundary and provided supplemental use and dimensional standards to complement and expand upon the underlying zoning regulations.

3. Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement.

Staff Finding: The University has amended their IDP and the regulatory framework in response to feedback from both City staff and the Planning Board. Notably, this includes the mapping of more than 10 acres of OS-P across the UNE Portland Campus, to preserve critical natural resources, and the extension of the transition zone adjacent to the proposed residential development, proximate to the residential neighborhood along Mayfield Street.

4. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications

Staff Finding: The drafted Regulatory Framework has outlined specific design-related language that expands upon the IDP and that would apply to future site plan and TDM Plan reviews, working to create a cohesive campus and integrate with baseline characteristics.

IX. NEIGHBORHOOD MEETINGS & PUBLIC COMMENT

The applicant has held two neighborhood meetings to-date, the first was held on June 13, 2024 at 6:00 PM at UNE in the Hannaford Lecture Hall, with the meeting documentation included under Attachment H. The total recorded attendance at the meeting was thirteen (13) members of the public, and the feedback centered on questions and/or concerns about property acquisitions, traffic/parking, and environmental impacts. The second meeting was held on October 30, 2024 at 6:00 PM at UNE in the Hannaford Lecture Hall, with the meeting documentation included under Attachment I. The total recorded attendance at the meeting was twelve (12) members of the public, and the feedback centered on questions and/or concerns about parking, building height, and the future student housing building.

The Planning and Urban Development Department has received zero written public comment at the time of publication of this memo.

X. REQUISITE CITY COUNCIL ACTION

Any proposed rezoning, regardless of whether it is favorably or negatively recommended by the Planning Board, must be approved by City Council vote in order to take effect.

XI. PROPOSED MOTIONS

- On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided in the public hearing on February 25, 2025 for the application ZN-003059-2024, and/or other findings, the Planning Board finds that the proposed B-2 and OS-P zoning map amendment **[is/is not]** consistent with the Comprehensive Plan for the City of Portland; and therefore, the Planning Board **[recommends/does not recommend]** to the City Council adoption of the zoning map amendment for the area of land as shown:

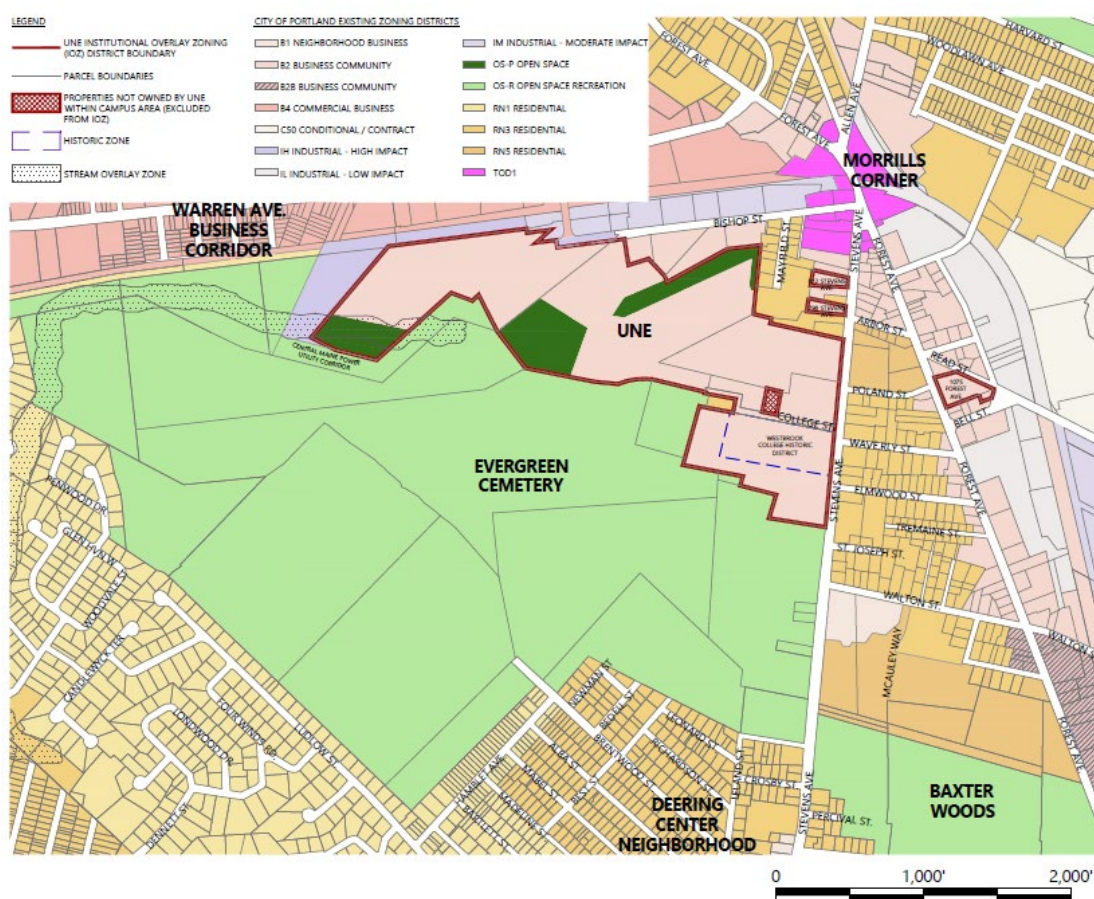


Figure 5: Proposed zoning map, provided by the applicant.

- On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided in the public hearing on February 25, 2025 for the application ZN-003059-2024, and/or other findings, the Planning Board **[finds/does not find]** that the proposed Institutional Development Plan (IDP), as included in Attachment D, is consistent with the Institutional Development Plan standards of Section 8.3.4 of the Land Use Code.

3. On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided in the public hearing on February 25, 2025 for the application ZN-003059-2024, and/or other findings, the Planning Board finds that the proposed IOZ zoning map amendment **[is/is not]** consistent with the Comprehensive Plan for the City of Portland; and therefore, the Planning Board **[recommends/does not recommend]** to the City Council adoption of the zoning map amendment for the area of land identified as UNE's Portland Campus as shown:

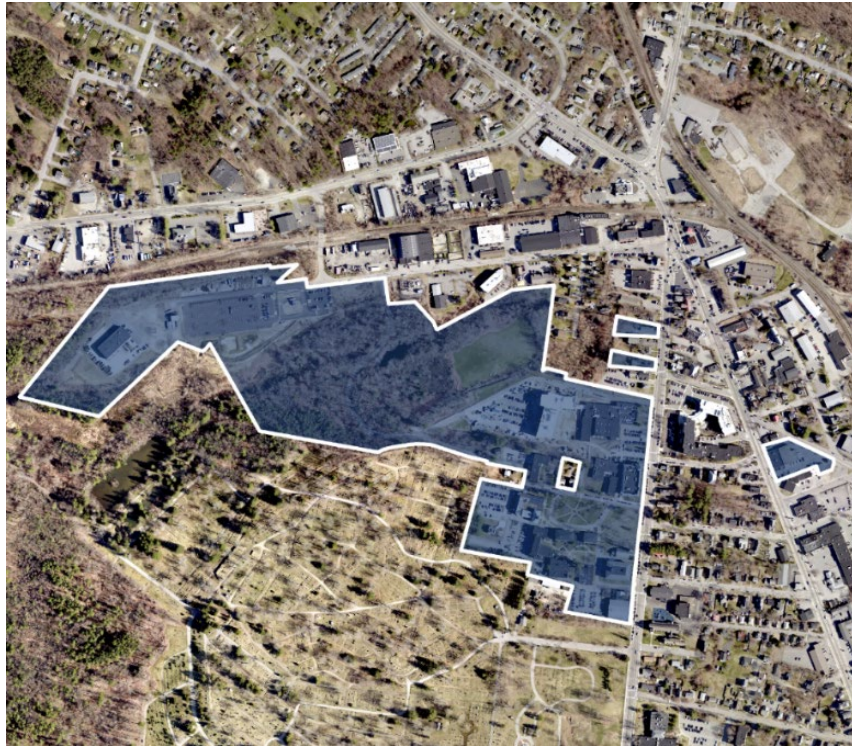


Figure 6: Proposed IOZ boundary map, created by Planning and Urban Development.

4. On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided in the public hearing on February 25, 2025 for the application ZN-003059-2024, and/or other findings, the Planning Board finds that the proposed regulatory framework **[is/is not]** consistent with the standards of Section 8.3.5 of the Land Use Code; and therefore, the Planning Board **[recommends/does not recommend]** to the City Council adoption of the Regulatory Framework as included in Attachment 3.

XII. ATTACHMENTS

Staff Attachments

1. City Review Comments Round 1, October 17, 2024
2. City Review Comments Round 2, January 17, 2025
3. Proposed Regulatory Framework Text: Chapter 14 Section 8 "Overlay Zones", Red-lined

Applicants Submittal

- A. Cover Letter

- B. Checklist – Map and Text Amendment
- C. Right, Title, & Interest
- D. Institutional Development Plan
- E. Regulatory Framework (*as originally drafted by the applicant*)
- F. Proposed Map Amendment
- G. Vicinity Map
- H. Neighborhood Meeting #1 Certification Packet, June 13, 2024
- I. Neighborhood Meeting #2 Certification Packet, October 30, 2024
- J. Response to City Comments Round 1, December 20, 2024
- K. Response to City Comments Round 2, February 7, 2025

Project Review Comments: Round 1
Comments Distributed on: October 17, 2024



Project Title: University of New England Institutional Overlay Zone (UNE IOZ)
Project File No.: ZN-003059-2024
Project Address: 716 Stevens Avenue
Project Planner: Natasha Kypfer, Senior Planner

Att. 1

Dear Caitlin Suhr, Alan Thibeault, and Mary Costigan:

We have completed our initial review of your application (ZN-003059-2024), a Map and Text Amendment, proposing a new Institutional Overlay Zone (IOZ) for the University of New England (UNE) at approximately 684 Stevens Avenue, proposed to be zoned: B-2 Community Business. This development triggers review by the Planning Board and City Council, and is subject to the following regulations: Amendments – Article 1.10 and Institutional Overlay (IOZ) – Article 8.5.

An overview of the City's review can be viewed in the below worksheet(s) and review comments.

Next Steps

Please review all feedback and reach out to me, as the lead project review manager, if you have any questions. We will look forward to our upcoming meeting, scheduled for Tuesday, October 22nd at 11AM. Further, we have preliminarily scheduled your item for a workshop before the Planning Board for Tuesday, November 12th.

Sincerely,

A handwritten signature in black ink that reads "Natasha M. Kypfer".

Natasha Kypfer
Senior Planner

Worksheet(s) Table Legend:

Provided on Page # = Requirement Met

Partially Provided on Page # = Requirement Not Fully Satisfied

Not Provided = Requirement Not Satisfied

Institutional Development Plan (IDP): Content Land Use Code, Section 8.5.4.C					
Category	Sub-category	Requirement	Sub-requirement	Location, IDP Page #	Review Comments: Overview & Updates Requested
1. Context information	<i>a. The institution's adopted mission, vision, or purpose statement</i>			Pages 4-5	As stated and provided for on pages 4-5, UNE is guided by its Mission, Vision, and Core Values, as well as its own strategic plan ("Our World, Our Future").
	<i>b. A summary of relevant baseline data on the institution, including:</i>	<i>i. A neighborhood context plan.</i>		Pages 11-12, Figure 1.1	The UNE's approximately 72-acre campus is bounded by Warren Ave., Bishop St. Extension, and Bishop St. to the north; Stevens Ave. to the east; and, Evergreen Cemetery and CMP's Utility Corridor to the south, as depicted in provided Figure 1.1.
		<i>ii. An inventory of current programs and services.</i>		Page 7-9	The UNE Portland campus houses three academic colleges: the Westbrook College of Health Professions (WCHP), the College of Dental Medicine, and the College of Graduate and Professional Studies. In addition, UNE operates two health clinics on campus: the Oral Health Center and the Dental Hygiene Center, as well as UNE North, the Center for Global Humanities, and cultural institutions that include the Maine Women Writers Collection and the UNE Art Gallery.
		<i>iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.</i>		Page 18, Table 1.3	Table 1.3 titled "FTE Student, Faculty, and Professional Staff Data", includes population data from 2016-2023 for student, faculty and professional staff, and campus population. Please also add an additional column to Table 1.3 that includes patient figures visiting the campus (for example, dental patients to the Oral

				Health Center), further, consider incorporating part-time data, as the provided table only documents FTE.
		<i>iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).</i>	Page 17, Table 1.2	Table 1.2 titled “UNE Owned Properties in the City of Portland”, documents UNE’s total of 17 parcels, the majority of which are contiguous in the campus core, while several are outparcels. Please speak to the functional land use links between off-campus properties and the main campus (e.g. remote parking and the Bishop Street shuttle service).
		<i>v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.</i>	Page 16, Figure 1.5 Pages 21-22	The UNE campus map is provided on page 16 as Figure 1.5, depicting the 25 distinct facilities and 11 parking areas, with an inset map centered around the Campus Quad. Please supplement Figure 1.5 Campus Map with a table listing the 25 facilities and 11 parking areas identified in Figure 1.5, organized chronologically by facility number. Please also incorporate the parking spaces data from Table 3.5 here as well. The table should include columns for facility name, total floor area, and use. For parking areas, organize chronologically by parking area # and include columns for total square footage, total number of existing spaces, and a breakdown of ADA and EV spaces.
	<i>c. A summary of the baseline characteristics of the existing campus and</i>	<i>i. A summary of existing resources, such as historic, open space, and natural resources.</i>	Page 19-20	UNE’s campus is the site of the Westbrook College Historic District, which includes six buildings built between 1834 and 1952. Further, existing open space and natural

	<i>context of the institution, based on identified study areas, including:</i>			resources are summarized, and include notation of the Portland Trails Forest City Trail connection and the Capisic Brook watershed area.
		<i>ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization.</i>	Page 41-44, Table 3.5	Table 3.5 titled “UNE Portland Campus - Parking Spaces” details the currently 11 parking lots located on campus, plus the on-street parking along two principle campus roadways, which amounts to 882 spaces total, plus the 182 permitted spaces presently at the COM building. Please include a quick summary of the existing transportation system within the Context chapter, to incorporate what is detailed on pages 41-44.
		<i>iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.</i>	Page 20	Existing stormwater management systems utilize on-site infiltration systems, with secondary use of conveyance to the Stevens Ave. and Bishop St. CSO. Existing wastewater infrastructure for the campus is discharged to a CSO in College St. and Stevens Ave. Other public utilities include: PWD, CMP, and Unutil.
		<i>iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.</i>	Page 21	A breakdown of the City’s Comprehensive Plan, with tie in to the eight policy guide topics as they relate to UNE’s work is provided with excerpts from Portland’s Plan that UNE works to promote and advance are underscored and include the: environment, economy, historic resources, and housing. Please include additional studies that should be referenced in this section, such as the: Portland-South Portland Smart Corridor Plan (final report dated June 2018), the One Climate Future

				Plan, and the Forest Avenue Redesign Project. For example, within the Smart Corridor Plan on Page 143 it states: “[The] University of New England (UNE) office at 1075 Forest Avenue, shown in Figure 142 is a parcel that addresses the street well, and would be enhanced by the recommended planting palette and materials design guidelines found later in this section.”
	<i>d. A summary of public involvement in the development of the IDP, including major areas of public concern.</i>		Page 22	UNE has worked to involve the public in the creation of the IDP during the IOZ submission process, this includes holding one of two required neighborhood meetings, which took place on June 13, 2024. Please be sure to update this section with the 10/30 neighborhood meeting date. Additionally, it may be beneficial to include a few sentences on the required review by both the Planning Board and City Council, as these will also be opportunities for public involvement.
<i>2. Assessment of future institutional growth and change, including:</i>	<i>a. A description of institutional needs and areas of future institutional growth and change, with:</i>	<i>i. A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).</i>	Page 25, Table 2.2	Table 2.2 titled “Projected Growth of FTE Student, Faculty, and Professional Staff” provides a snapshot of data for the years of 2025, 2028, and 2033. Please include data on campus visitors, i.e. visiting faculty, prospective students, guests, etc.; to incorporate as a column in Table 2.2. Please also add patients seen for on-campus health visits.
		<i>ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.</i>	Pages 26-28	UNE identifies five categories for key current and future institutional needs: campus reorganization, new building and renovation, educational/pedagogy

					improvements, campus infrastructure, and housing.
		<i>iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.</i>		Pages 28-30, Table 2.3	A development plan is shown in Table 2.3, titled “10 +- Year Development Program”, which identifies three core priority timelines: the short-term (0-5 years), medium-term (5-10 years), and long-term (10+ years).
	<i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i>	<i>i. Transportation and access, with:</i>	<i>a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.</i>		Please provide an analysis of the projected changes in parking demand, supply, and impacts, and a review of current parking conditions. The previous TDM plan could be utilized to assist in completing this section. Further, a discussion on how to mitigate neighborhood impact by reducing on-street parking usage by UNE students and personnel should be included here.
			<i>b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.</i>	Page 36-37, Tables 3.2 & 3.3	Table 3.2 titled “Trip Generation Analysis” provides a snap shot of vehicular usage projections for the student population in the years 2025, 2028, and 2033. Please provide more details, as it relates to pedestrian and bicycle usage in this section, which largely focuses on vehicular travel.
			<i>c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation</i>	Pages 38-44	UNE’s original TDM plan was created in 2010, and is routinely updated, most recently in April 2022. Strategies that emerged from the plan include: education and promotion, carpooling & ridesharing, transit service, incentives, EV charging infrastructure, bicycle infrastructure, and pedestrian & bicycle access. Please provide a more detailed transportation, access, and circulation

			<i>demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.</i>		plan, that expands beyond the strategies identified in the TDM. As an example, perhaps providing a circulation plan of the core campus as a visual could then highlight potential opportunities for connections to the existing and future trail network. Please also speak to the existing Traffic Movement Permit (TMP) in this section, whether UNE envisions surpassing the threshold for a new TEMP under your build-out plans, i.e. indicate when a revised TMP may be required, or triggered, in the future.
		<i>ii. Environment, with:</i>	<i>a) An analysis of potential cumulative impacts on natural resources and open spaces.</i>	Page 52	Please provide an expanded analysis under the ‘Proposed Future Development and the Environment’ paragraph, which should detail potential cumulative impacts to the existing natural resources and open spaces on campus. For example, perhaps some good data to capture here could be existing vs. proposed impervious lot coverage, the existing open space on campus vs. proposed loss or gain of open space over time, and the existing square footage of wetlands vs. potential impacts or gains in the future.
			<i>b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.</i>	Pages 57-60	UNE’s operational sustainability is detailed within the categories of energy conservation, waste management practices, biomedical waster best practices, sustainable landscaping, and noise generation.
			<i>c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future</i>	Page 56, Figure 4.8	Figure 4.8 titled “Natural Resources and Campus Master Plan” shows proposed campus improvements in locations aimed to mitigate impact to natural resources.

			<i>preservation, enhancement, conservation, and/or mitigation.</i>		
		iii. Infrastructure, with:	a) <i>An analysis of projected public utility demand and the capacity of associated infrastructure.</i>	Pages 62-63	Utility demand and capacity are detailed through the lens of the various providers: water services supplied by PWD, electricity supplied by CMP, telephone & data services by Consolidated Communications and Spectrum, natural gas and heating fuels supplied by Unutil, and existing wastewater infrastructure.
			b) <i>An analysis of projected public safety needs and projected impacts to the capacity of these services.</i>	Page 64	UNE has security officers who provide 24/7 patrol and dispatch coverage of the campus, in addition, an emergency notification service (Rave Mobile Safety), provides faculty, staff, and students with timely updates during emergencies, speaking to the capacity of public safety as the campus grows.
			c) <i>An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.</i>	Page 61-62, Figure 5.1	Figure 5.1 titled “Existing Stormwater Infrastructure and Campus Master Plan” illustrates existing City sanitary sewer and stormwater infrastructure surrounding and within the campus, as well, future stormwater run-off flows are detailed. Please include a set of guidelines to support sustainable growth at the conclusion of this chapter.
		iv. Design, with:	a) <i>An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.</i>	Pages 65-72 Figures 6.1, 6.2, 6.3, & 6.4	The City wants to ensure UNE is adequately addressing potential impacts to the surrounding parcels, including: Evergreen Cemetery, the isolated parcels within the Campus, and properties on Mayfield Street. Please provide spot elevations on the buildings shown in Figure 6.2 to better dedicate heights. Provide rendering of

					proposed development looking from Mayfield Street towards proposed student housing building (west). Additionally, as UNE considered alternative building layouts and parking configurations for the conceptual student housing on the Gulliver's Field site?
			<i>b) An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.</i>	Page 71-72, Figure 6.4	Figure 6.4 titled "Proposed Maximum Heights" has identified transition zones along the edges of the IOZ boundary. Please provide the design rationale for the proposed 50 ft height within the 25 ft-wide transition zone—was there any consideration of varying the maximum height to better align with the surrounding context? Did UNE consider mapping lower maximum heights along Capisic Brook, and what is the rationale for mapping 65 ft on the two outparcels fronting Stevens Avenue? Additionally, the parcel on Forest Avenue, under ReCode, would allow a height of up to 75 ft. We recommend removing the height limitation for that parcel should ReCode pass as proposed.
			<i>c) An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.</i>	Page 72	UNE's Campus Safety and Security Department monitors through in-person patrols and CCTV cameras and provides response 24/7, which contribute to low crime statistics on campus.
			<i>d) A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design,</i>	Pages 71-75	Figure 6.4 titled "Proposed Maximum Heights" could be expanded on as a conceptual built environment/public realm plan for this section. Has there been consideration for a more

			<i>landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.</i>		targeted contextual set of heights throughout the campus to address varying building typologies in adjacent neighborhoods?
		v. Neighborhood engagement, with:	<i>a) A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.</i>	Pages 76-77	UNE outlines four steps in their effort to provide ongoing community engagement, which include: -Developing a comprehensive CMP -Providing monthly project updates for all current/active projects -Creating a dedicated email address to allow neighbors to forward questions, concerns, and feedback -Attendance as local community neighborhood association meetings
			<i>b) A property management framework that identifies the institution's process for handling operational property issues with neighbors.</i>	Page 76	UNE directly oversees the maintenance and care of its facilities; it does not inspect or approve any off-campus housing.
			<i>c) Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.</i>	Page 77	UNE has established strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods, including alerting abutting properties of the transition of ownership and providing the appropriate contact information.
			<i>d) A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear communication strategy is in place in advance of construction.</i>	Pages 82-84, + Attachment A	UNE has identified construction management principles that will be implemented to minimize impacts to its surrounding neighborhoods from noise, vibrations, ground movement, truck traffic, dust control and other construction related factors.

Regulatory Framework: Content
Land Use Code, Section 8.5.5.D

Category	Requirement	Location, R.F. – PDF Page # & Document Section	Review Comments
1. Zoning boundary of the IOZ	<i>The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's zoning map)</i>	Page 144, Figure 8-H	General comment: Please add page numbers to the Regulatory Framework document itself.
2. Phasing and schedules	<i>Requirements that relate to particular proposed phases</i> <i>A chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan)</i>	N/A - No phasing or scheduling proposed (imminent site plan) at this time.	
3. Uses	<i>Clarification, as necessary, on permitted uses</i>	Page 146, Section C., Table 8-H	
4. Dimensional requirements	<i>Graphics, sketches, or standards, including details for transition zones within the IOZ boundary</i>	Pages 146-147, Section D., Figure 8-I	Staff requests further discussion regarding the proposed height map and how to consider the surrounding context. See attached comments.
5. Transportation	<i>Elements such as Transportation Demand Management Plan (TDM) trip reduction targets or contribution to area-wide TDM measures</i>	Page 148, Section E.	
	<i>Broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>
	<i>Parking ratios and management strategies</i>		
	<i>Thresholds for access improvements</i>		
6. Environment	<i>The approach to the inclusion of open space and preservation of environmentally-sensitive areas</i>	Page 148, Section F.	
7. Mitigation measures	<i>The broad approach to identified mitigation measures, which would be addressed in greater detail in the site plan review process</i>	Page 148, Section G.	

	<i>Thresholds for addressing deficiencies</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>
	<i>Goals for preservation/protection</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>
8. Design	<i>Graphics and standards to clarify building placement and envelope (height and massing)</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>
	<i>Guidelines for integration of site features</i>		
	<i>Required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary)</i>		
	<i>Guidelines for establishing campus identity</i>		
9. Neighborhood integration	<i>Thresholds and strategies for neighborhood engagement</i>	Page 150, Section I.	
	<i>Mitigation of impacts on neighboring properties, including construction impacts</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>
	<i>Buffering requirements</i>		
	<i>Objectives for pedestrian linkages and safety</i>		
	<i>Other requirements that address community concerns</i>		
10. Monitoring	<i>A schedule for regular monitoring reports on IDP implementation in accordance with the IDP</i>		This section should simply address monitoring, stating that updates will be provided to the Planning Authority every five years.

Project Review Comments: Round 2
Comments Distributed on: January 17, 2025



Project Title: University of New England Institutional Overlay Zone (UNE IOZ)
Project File No.: ZN-003059-2024
Project Address: 716 Stevens Avenue
Project Planner: Natasha Kypfer, Senior Planner

Att. 2

Dear Caitlin Suhr, Alan Thibault, and Mary Costigan:

We have completed our second round of review of your application (ZN-003059-2024), a Map and Text Amendment, proposing a new Institutional Overlay Zone (IOZ) for the University of New England (UNE) at approximately 716 Stevens Avenue, proposed to be zoned: B-2 Community Business. This development triggers review by the Planning Board and City Council, and is subject to the following regulations: Amendments – Article 1.10 and Institutional Overlay (IOZ) – Article 8.5.

An updated overview of the City’s review can be viewed in the below worksheet and review comments. Only the IDP content table has been included for review in this second round, as the Regulatory Framework is being drafted by City staff, and will be presented at the second workshop.

Next Steps

Please review all feedback and reach out to me, as the lead project review manager, if you have any questions. We will look forward to our upcoming virtual meeting, scheduled for Thursday, January 23rd at 2:00PM. Further, we have scheduled your item for a second workshop before the Planning Board, for Tuesday, January 28th.

Sincerely,

A handwritten signature in black ink that reads "Natasha M. Kypfer".

Natasha Kypfer
Senior Planner

Worksheet(s) Table Legend:

Provided on Page # = Requirement Met

Partially Provided on Page # = Requirement Not Fully Satisfied / Staff includes suggested updates.

Not Provided = Requirement Not Satisfied

Review comments found in bold, in the below table’s far right column, indicate new comments added following the previous review round.

Institutional Development Plan (IDP): Content Land Use Code, Section 8.5.4.C					
Category	Sub-category	Requirement	Sub-requirement	Location, IDP Page #	Review Comments: Overview & Updates Requested
1. Context information	<i>a. The institution's adopted mission, vision, or purpose statement</i>			Pages 4-5	As stated and provided for on pages 4-5, UNE is guided by its Mission, Vision, and Core Values, as well as its own strategic plan ("Our World, Our Future").
	<i>b. A summary of relevant baseline data on the institution, including:</i>	<i>i. A neighborhood context plan.</i>		Pages 11-12, Figure 1.1	The UNE's approximately 72-acre campus is bounded by Warren Ave., Bishop St. Extension, and Bishop St. to the north; Stevens Ave. to the east; and, Evergreen Cemetery and CMP's Utility Corridor to the south, as depicted in provided Figure 1.1.
		<i>ii. An inventory of current programs and services.</i>		Page 7-9	The UNE Portland campus houses three academic colleges: the Westbrook College of Health Professions (WCHP), the College of Dental Medicine, and the College of Graduate and Professional Studies. In addition, UNE operates two health clinics on campus: the Oral Health Center and the Dental Hygiene Center, as well as UNE North, the Center for Global Humanities, and cultural institutions that include the Maine Women Writers Collection and the UNE Art Gallery.
		<i>iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.</i>		Page 21, Table 1.3	Table 1.3 titled "FTE Student, Faculty, and Professional Staff Data", includes population data from 2016-2023 for student, faculty and professional staff, campus population, and patient visits. Note, UNE does not keep track of general campus visitors.
		<i>iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of</i>		Page 20, Table 1.2	Table 1.2 titled "UNE Owned Properties in the City of Portland", documents UNE's total of 17 parcels,

		<i>functional land use links between off-campus properties and the main campus (e.g. remote parking).</i>		the majority of which are contiguous in the campus core, while several are outparcels. An additional section speaks to the functional land use links between off-campus properties (outparcels) and the main campus.
		<i>v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.</i>	Page 16, Figure 1.5 Pp. 17-19, Table 1.1	The UNE campus map is provided on page 16 as Figure 1.5, depicting the 25 distinct facilities and 11 parking areas, with an inset map centered around the Campus Quad. A campus facilities table has been provided detailing each facility, their location, name, total floor area, building height, and use. Further, the table includes each parking facility, a lot description, total parking area, total number of spaces including those ADA and EV charging compliant.
	<i>c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:</i>	<i>i. A summary of existing resources, such as historic, open space, and natural resources.</i>	Pages 22-23	UNE's campus is the site of the Westbrook College Historic District, which includes six buildings built between 1834 and 1952. Further, existing open space and natural resources are summarized, and include notation of the Portland Trails Forest City Trail connection and the Capisic Brook watershed area.
		<i>ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization.</i>	Pages 41-53, Table 3.5 & 3.6 Page 50, Figure 3.6	Table 3.5 titled "UNE Portland Campus - Parking Spaces" details the currently 11 parking lots located on campus, plus the on-street parking along two principle campus roadways, which amounts to 882 spaces total, plus the 182 permitted spaces presently at the COM building. Table 3.6 details parking occupancy at the UNE Portland campus data and assumptions from 2015-2033. The chapter concludes with three main parking goals for the campus.

		<i>iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.</i>	Page 24	Existing stormwater management systems utilize on-site infiltration systems, with secondary use of conveyance to the Stevens Ave. and Bishop St. CSO. Existing wastewater infrastructure for the campus is discharged to a CSO in College St. and Stevens Ave. Other public utilities include: PWD, CMP, and Unutil.
		<i>iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.</i>	Page 24-27	A breakdown of the City's Comprehensive Plan, with tie in to the eight policy guide topics as they relate to UNE's work is provided with excerpts from Portland's Plan that UNE works to promote and advance are underscored and include the: environment, economy, historic resources, and housing. Additional studies also referenced, are: One Climate Future, the Smart Corridor Plan, and the Forest Avenue Redesign Project.
	<i>d. A summary of public involvement in the development of the IDP, including major areas of public concern.</i>		Pages 27-28	UNE has worked to involve the public in the creation of the IDP during the IOZ submission process, this includes holding two required neighborhood meetings, which took place on June 13, 2024 and October 30, 2024, as well as the necessary Planning Board and City Council meetings during the adoption of the IOZ.
<i>2. Assessment of future institutional growth and change, including:</i>	<i>a. A description of institutional needs and areas of future institutional growth and change, with:</i>	<i>i. A projected census of users (e.g., enrollment /employment/patient/visitor figures and anticipated variations over time).</i>	Page 31, Table 2.2	Table 2.2 titled "Projected Growth of FTE Student, Faculty, and Professional Staff, and Patient Visits " provides a snapshot of data assumptions for the years of 2025, 2028, and 2033. Note, UNE does not keep track of general campus visitors.
		<i>ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of</i>	Pages 32-34	UNE identifies five categories for key current and future institutional needs: campus reorganization, new building

		<i>any functional land use connection for sites outside the IOZ boundary to the main campus.</i>			and renovation, educational/pedagogy improvements, campus infrastructure, and housing.
		<i>iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.</i>		Pages 34-35, Table 2.3	A development plan is shown in Table 2.3, titled “10 +- Year Development Program”, which identifies three core priority timelines: the short-term (0-5 years), medium-term (5-10 years), and long-term (10+ years).
	<i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i>	<i>i. Transportation and access, with:</i>	<i>a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.</i>	Page 24, Pages 51-53	The context section notes: “A campus parking analysis, based upon the historical count data, projects a maximum occupancy rate per university population to be at 0.39 from 2025 to 2033. This rate is similar to the Institute of Transportation Engineers (ITE) 85th percentile parking rate.” Further, provided within the Transportation Plan section, UNE includes a parking analysis based upon the historical parking counts.
			<i>b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.</i>	Pages 43-45, Tables 3.2 & 3.3	Table 3.2 titled “Trip Generation Analysis” provides a snap shot of vehicular usage projections for the student population in the years 2025, 2028, and 2033. Based upon the most recent TDM survey UNE reports, of total trips to campus, approximately: 1% are transit trips, 1% are bicycle trips, and 3% are walking trips.
			<i>c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives,</i>	Pages 45-53, Figure 3.6	UNE’s original TDM plan was created in 2010, and is routinely updated, most recently in April 2022. Strategies that emerged from the plan include: education and promotion, carpooling & ridesharing, transit service, incentives, EV charging infrastructure, bicycle infrastructure, and pedestrian & bicycle access. Figure 3.6 titled “Core Campus Bicycle and Pedestrian Connectivity”, shows the primary

			<i>including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.</i>		campus sidewalks, bike facilities, and off-site connections. UNE notes, opportunities to expand this network (as visualized in Fig. 3.6), and to increase these alternative commuting modes, will continue to be explored. Details regarding the Traffic Movement Permit (TMP) have also been included in this section.
	ii. Environment, with:		<i>a) An analysis of potential cumulative impacts on natural resources and open spaces.</i>	Page 61 Page 80, Figure 6.4	Provided under the ‘Proposed Future Development and the Environment’ section, UNE details their commitment to preserving 10± acres on campus as dedicated open space, which is also depicted in Figure 6.4 titled “Proposed Open Space and Maximum Height Map”. Staff suggests an additional table be added to this section, breaking down the acreage on campus, and providing the dedicated open space calculations.
			<i>b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.</i>	Pages 67-70	UNE’s operational sustainability is detailed within the categories of energy conservation, waste management practices, biomedical waste best practices, sustainable landscaping, and noise generation.
			<i>c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.</i>	Page 66, Figure 4.8	Figure 4.8 titled “Natural Resources and Campus Master Plan” shows proposed campus improvements in locations aimed to mitigate impact to natural resources.
		iii. Infrastructure, with:	<i>a) An analysis of projected public utility demand and the capacity of associated infrastructure.</i>	Pages 72-73	Utility demand and capacity are detailed through the lens of the various providers: water services supplied by PWD, electricity supplied by CMP, telephone & data services by Consolidated Communications and

					Spectrum, natural gas and heating fuels supplied by Unitil, and existing wastewater infrastructure.
			<i>b) An analysis of projected public safety needs and projected impacts to the capacity of these services.</i>	Page 74	UNE has security officers who provide 24/7 patrol and dispatch coverage of the campus, in addition, an emergency notification service (Rave Mobile Safety), provides faculty, staff, and students with timely updates during emergencies, speaking to the capacity of public safety as the campus grows.
			<i>c) An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.</i>	Pages 71-74, Figure 5.1	Figure 5.1 titled “Existing Stormwater Infrastructure and Campus Master Plan” illustrates existing City sanitary sewer and stormwater infrastructure surrounding and within the campus, as well, future stormwater run-off flows are detailed. At the conclusion of this chapter, a set of guidelines to support sustainable growth was added.
		<i>iv. Design, with:</i>	<i>a) An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.</i>	Pages 75-84 Figures 6.1, 6.2, 6.3, & 6.4	The City wants to ensure UNE is adequately addressing potential impacts to the surrounding parcels, including: Evergreen Cemetery, the isolated parcels within the Campus, and properties on Mayfield Street. Figure 6.1 was updated to include spot elevations on campus current and future buildings, in order to better delineate height. Further, Figure 6.3 was updated to provide a 3D view from Mayfield Street towards proposed student housing building (west). With regard to the future development of the Gulliver's Field site, UNE notes they are evaluating alternatives for building footprints and parking configurations within the general area depicted on the Campus Master Plan (Figure 2.1, P. 33). The

					general area for development will be within the existing Gulliver's Field site, however final design will be developed in the future and reviewed as part of site plan application
			<i>b) An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.</i>	Page 79-81, Figure 6.4	Figure 6.4 titled "Proposed Open Space and Maximum Height Map" depicts open space (i.e. "no build" areas), as well, a 25-ft-wide transition zone around the interior perimeter of the contiguous campus, with a maximum height in that transition zone of 50-ft. UNE indicates the design rationale of which is to provide a stepback of building heights from the campus edges and adjacent properties, with the intent to focus densification and greater building heights internal to the campus. Further, the open space areas added to the plan will provide added buffering of neighboring properties, and will preserve existing wetland and open space areas, including along Capisic Brook and adjacent to the Mayfield Street neighborhood.
			<i>c) An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.</i>	Page 81	UNE's Campus Safety and Security Department monitors through in-person patrols and CCTV cameras and provides response 24/7, which contribute to low crime statistics on campus.
			<i>d) A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within</i>	Pages 79-84, Figure 6.4	Figure 6.4 titled "Proposed Open Space and Maximum Height Map" was revised to include open space (i.e., "no build", areas). The open space areas added to the plan provide further buffering of neighboring properties, and will preserve existing wetland and open space areas, such as along Capisic Brook and adjacent to the Mayfield

			<i>and abutting the IOZ boundary) to achieve compatible transitions.</i>		Street neighborhood, and Evergreen Cemetery. UNE notes, the proposed maximum height areas have been selected to facilitate future development in portions of the campus that will not impact natural resources and will enhance campus engagement and safety.
		<i>v. Neighborhood engagement, with:</i>	<i>a) A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.</i>	Pages 85-86	UNE outlines four steps in their effort to provide ongoing community engagement, which include: -Developing a comprehensive CMP -Providing monthly project updates for all current/active projects -Creating a dedicated email address to allow neighbors to forward questions, concerns, and feedback -Attendance as local community neighborhood association meetings
			<i>b) A property management framework that identifies the institution's process for handling operational property issues with neighbors.</i>	Page 86	UNE directly oversees the maintenance and care of its facilities; it does not inspect or approve any off-campus housing.
			<i>c) Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.</i>	Page 86	UNE has established strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods, including alerting abutting properties of the transition of ownership and providing the appropriate contact information.
			<i>d) A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear communication strategy is in</i>	Pages 91-93, + Attachment A	UNE has identified construction management principles that will be implemented to minimize impacts to its surrounding neighborhoods from noise, vibrations, ground movement, truck traffic, dust control and other construction related factors.

			<i>place in advance of construction.</i>		
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8 OVERLAY ZONES

8.1 COASTAL FLOOD RESILIENCE OVERLAY (CFROZ)

8.1.1 Purpose

The purpose of the Coastal Flood Resilience Overlay Zone (CFROZ) is to protect persons and structures from the adverse effects of sea level rise and storm surge associated with climate change by:

- A. Advancing adaptation strategies for long-term resilience.
- B. Complementing public realm resilience measures by guiding development on private property.
- C. Mitigating flood risks in a way that is specific to Portland's unique hydrological conditions and affected uses, particularly in areas that are not currently recognized as flood zones but are vulnerable to future sea level rise.
- D. Providing a balanced framework in which flood protection requirements are proportional to the vulnerability and risks of various occupancies.

8.1.2 Applicability

The provisions of the CFROZ shall apply to property or proposed projects wholly or partially within the boundaries of the Coastal Flood Resilience Overlay Zone as depicted on the City of Portland Zoning Map. However, property or proposed projects within the CFROZ boundary that are also located wholly or partially within special flood hazard areas with a BFE of 13 feet or higher as defined in Article 12 shall be exempt from the provisions of the CFROZ.

8.1.3 Relationship to underlying zoning

The CFROZ constitutes an overlay zone. The provisions

of the underlying zoning, as they may be amended from time to time, continue to apply, except as expressly superseded by this Section. Where conflicts exist between this Section and the remainder of this Code, the more restrictive provision shall govern.

8.1.4 Use classifications

- A. For the purposes of this Section, uses in the CFROZ shall be classified as follows:
 - 1. *Critical uses.* Critical uses generally include residential, governmental, educational, medical, emergency, and related high-risk uses.
 - 2. *Non-critical uses.* Non-critical uses generally include retail, restaurant, commercial, and related medium-risk uses.
 - 3. *Exempt uses.* Exempt uses generally include low risk and low occupancy uses such as parking, construction yards, and storage.
- B. Table 8-A shall determine whether a use is classified as critical, non-critical, or exempt. For uses not listed in Table 8-A, the Building Authority or the Planning Authority shall determine the classification based upon the most nearly comparable land use. Water-dependent uses shall be considered exempt.
- C. All accessory uses shall be considered non-critical, with the following exceptions:
 - 1. Accessory dwelling units.
 - 2. Child care centers and small child care facilities greater than 1,000 square feet in floor area.
 - 3. Clinics greater than 1,000 square feet in floor area.

TABLE 8-A: CLASSIFICATION OF USES AS CRITICAL, NON-CRITICAL, OR EXEMPT

		Critical	Non-Critical	Exempt
Residential	Single-family dwellings	●		
	Two-family dwellings	●		
	Three-family dwellings	●		
	Four-family dwellings	●		
	Townhouse dwellings	●		
	Multi-family dwellings	●		
	Live/work dwellings	●		
	Group homes	●		
	Lodging houses	●		
	Child care centers + small child care facilities	●		
Institutional	Clinics	●		
	Cultural facilities	●		
	Elementary, middle, and secondary schools	●		
	Emergency shelters	●		
	Governmental uses	●		
	Hospitals	●		
	Places of assembly	●		
	Post-secondary schools	●		
	Residential care facilities (small)	●		
	Residential care facilities (large)	●		
Commercial	Adult business establishments		●	
	Animal-related services		●	
	Auto, boat, and related dealerships		●	
	Auto service stations			●
	Bars		●	
	Bed and breakfasts	●		
	Exhibition, meeting, and convention halls		●	
	Funeral homes		●	
	General offices		●	
	General services		●	
	Greenhouse/Nursery, retail			●
	Hostels	●		
	Hotels	●		
	Marijuana retail store		●	
	Market garden			●

TABLE 8-A: CLASSIFICATION OF USES AS CRITICAL, NON-CRITICAL, OR EXEMPT

	Critical	Non-Critical	Exempt
Commercial	Neighborhood nonresidential reuse	●	
	Office park	●	
	Recreation and amusement centers	●	
	Registered marijuana dispensary	●	
	Restaurants	●	
	Retail	●	
	Small-scale marijuana caregiver	●	
	Specialty food service	●	
	Theaters and performance halls	●	
	Veterinary services	●	
Industrial	Communication studios	●	
	Construction & engineering services	●	
	Dairies		●
	Fish waste processing	●	
	Food & seafood processing, packing, and distribution	●	
	High-impact industrial uses	●	
	Impound lots		●
	Intermodal transportation facilities	●	
	Laboratory and research facilities	●	
	Low-impact industrial	●	
	Lumber yards		●
	Marijuana cultivation facility (<2,000 SF plant canopy)		●
	Marijuana cultivation facility (2,000-7,000 SF plant canopy)	●	
	Marijuana cultivation facility (>7,000 SF plant canopy)	●	
	Marijuana manufacturing facilities	●	
	Marijuana testing facilities	●	
	Printing and publishing	●	
	Recycling facilities		●
	Self-storage	●	
	Solid waste disposal facilities		●
	Studios for artists and craftspeople	●	
	Telecommunication towers (ground-mounted)		●
	Warehousing and distribution	●	

TABLE 8-A: CLASSIFICATION OF USES AS CRITICAL, NON-CRITICAL, OR EXEMPT

	Critical	Non-Critical	Exempt
Agriculture			●
Boathouses and storehouses for fishing equipment			●
Campgrounds			●
Cemeteries			●
Marinas and yacht clubs			●
Marine uses			●
Off-street parking			●
Parks and open spaces			●
Social service centers	●		
Solar energy system (minor)			●
Solar energy system (major)			●
Utility substations	●		
Wharves, piers, docks, and landing ramps			●
Wind energy system (minor)			●
Wind energy system (major)			●

Other

8.1.5 Projects subject to the standards of the CFROZ

- A.** Any development located within the established boundary of the CFROZ, and which meets the thresholds listed below, shall be subject to the standards of the CFROZ.
1. All new construction containing a critical use or uses.
 2. New construction of greater than 1,000 square feet containing non-critical uses only.
 3. Any addition of greater than 1,000 square feet containing critical or non-critical uses.
- B.** Where a change of use occurs within the CFROZ, all portions of a building containing a critical use and the critical systems supporting such use shall meet the CFROZ standards. Changes of use to non-critical uses shall not require compliance with the CFROZ standards.

- C.** Structures within the CFROZ that are 50,000 square feet or greater in gross floor area and undergoing substantial improvement are required to meet the CFROZ standards when they contain a critical use or uses. For the purposes of this subsection, substantial improvement shall be as defined in Article 12.

8.1.6 Use and dimensional requirements

- A. Sea level rise design flood elevation (SLR-DFE).** The required SLR-DFE shall be determined by use classification. For mixed-use developments that contain uses in different classifications sharing a ground floor, each use shall be addressed independently.

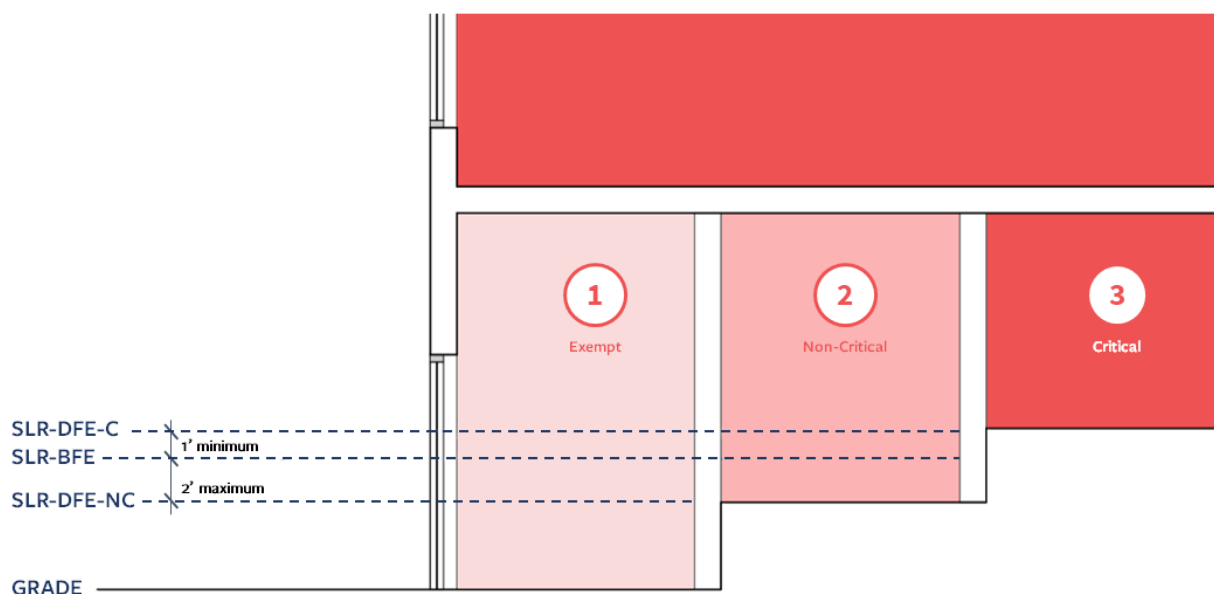


FIGURE 8-A: CFROZ USE CLASSIFICATIONS AND DESIGN FLOOD ELEVATION

1. *Critical uses.* The SLR-DFE for all critical uses (SLR-DFE-C), including the critical systems serving such uses, shall be a minimum of one foot above SLR-BFE, as defined in Article 3. In a proposed project containing critical uses, the following building and site elements are permitted to be located below the SLR-DFE:
 - a. Lobbies, entries, egress stairs, and elements required for vertical circulation from the SLR-DFE to grade, such as elevators, ramps, and stairs.
 - b. Parking.
 - c. Storage.
 - d. Flood protection equipment.
 2. *Non-critical uses.* The SLR-DFE for non-critical uses (SLR-DFE-NC), including the critical systems serving those uses, shall be no lower than two feet below SLR-BFE, as defined in Article 3. The minimum elevation of the underside of the beams supporting the second floor in a multi-story building, or the roof in a one-story building, shall be no less than 13 feet above SLR-BFE. In a proposed project containing non-critical uses, the following building and site elements are permitted to be located below SLR-DFE:
 - a. Lobbies, entries, egress stairs, and elements required for vertical circulation from the SLR-DFE to grade, such as elevators, ramps, and stairs.
 - b. Parking.
 - c. Storage.
 - d. Flood protection equipment.
 3. *Exempt uses.* Exempt uses shall not be subject to dimensional requirements with respect to SLR-BFE.
- B. Building height.** Within the CFROZ, if a proposed project contains principal critical or non-critical uses on the ground floor, height shall be measured from the SLR-DFE or from

average grade, whichever is higher.

C. Exemptions for required ramping and stairs.

Ramping and stairs necessary to meet any required SLR-DFE may be included within the calculation of area required to meet landscaped open space ratio requirements, and shall not be included within the calculation of lot coverage. Ramping and stairs necessary to meet any required SLR-DFE may be located in any required front yard, interior or corner side yard, or rear yard, and in cases where build-to requirements apply, shall be considered to meet the build-to percentage.

D. Hazardous materials. Any hazardous materials shall be fully contained and elevated a minimum of two feet above SLR-DFE.

8.2 FORT SUMNER PARK HEIGHT OVERLAY

8.2.1 Purpose

The purpose of the Fort Sumner Park Height Overlay is to protect the public interest by limiting the impact of development on the quintessential views of natural resources and the changing Portland skyline from Fort Sumner Park.

8.2.2 Applicability

A key apex point is established in Fort Sumner Park at $43^{\circ} 40' 2.3359''$ N. $70^{\circ} 15' 4.3687''$ W. The Fort Sumner Park Height Overlay includes all land within 200 feet to the west of this key apex point as indicated on the City of Portland Zoning Map.

8.2.3 Standards

Notwithstanding any other section of this Land Use Code, development in the Fort Sumner Park Height Overlay shall be subject to the following additional provisions:

- A.** The top of structures, including rooftop appurtenances, within the overlay shall not exceed the baseline vertical height of the apex point (160.27' City of Portland Datum (Mean Tide)). For each 25' radially away from the apex point, the vertical height permitted in the overlay is reduced by 1 foot. (See Figure 8-B.)
- B.** The minimum building setback from the park property shall be 15 feet.

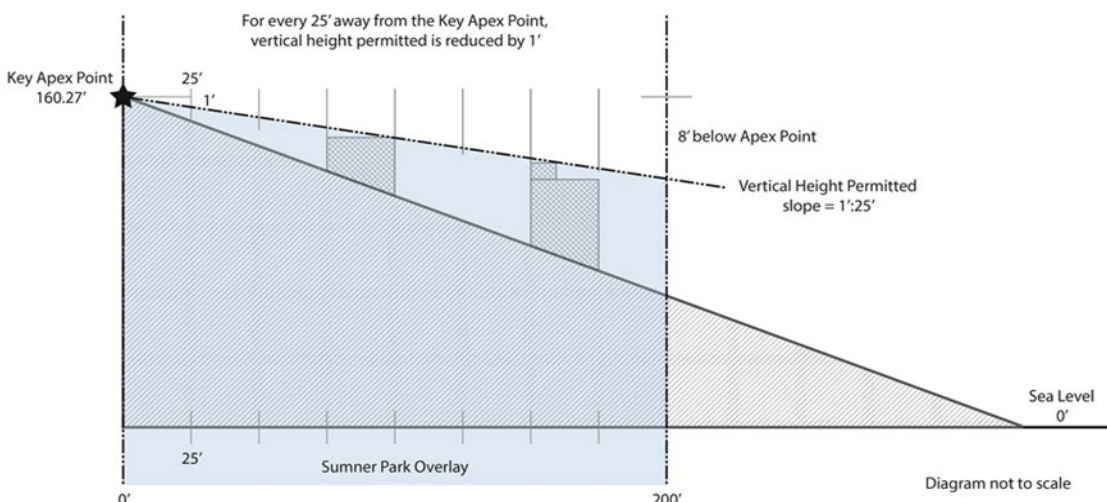


FIGURE 8-B: FORT SUMNER PARK OVERLAY PERMISSIBLE HEIGHT



8.2.4 Review process

Any project within the Fort Sumner Park Overlay shall go before the Parks Commission for a recommendation to the Planning Board regarding potential impacts on Fort Sumner Park.

8.3 INSTITUTIONAL OVERLAY (IOZ)

8.3.1 Purpose

The Institutional Overlay Zone (IOZ) provides a regulatory tool available to the city's major medical and higher education campuses where an alternative regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- A.** Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and to sustain that role, these institutions need flexibility to change and grow.
- B.** Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level.
- C.** Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions.
- D.** Support the formation and continuation of mutually beneficial public-private cooperation.
- E.** Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods.
- F.** Reflect Comprehensive Plan and other policy

objectives.

- G.** Provide a regulatory tool for Portland's major institutions that includes the flexibility required to balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

8.3.2 Location and applicability

The city's major medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. Use of an Institutional Overlay Zone is encouraged for these institutions, particularly where proposed future development may be inconsistent with current base zoning.

8.3.3 Establishment

A. Application for an Institutional Overlay Zone.

Where an eligible institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

- 1.** An Institutional Development Plan (IDP) in accordance with Subsection 8.3.4.
- 2.** A regulatory framework in accordance with Subsection 8.3.5. If adopted, this framework shall serve as the text and map amendment to the City's Land Use Code and zoning map.

- B. Required public involvement.** At least two neighborhood meetings shall be required to establish designation as an IOZ. The first shall be held prior to the formal submission of a zone change application, and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and should solicit feedback to inform the Institutional Development Plan (IDP) and regulatory framework proposed. Meetings shall be held in

a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates, and shall maintain written records of the meetings.

- C. Required scoping meeting.** The eligible institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and regulatory framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and regulatory framework will vary in detail and focus depending on the eligible institution and its context. The content requirements in Subsections 8.3.4 and 8.3.5 and the recorded comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the eligible institution.
- D. Reviewing authority.** The Planning Board shall review the zone change application, including the IDP and regulatory framework. At least one public workshop and a public hearing before the Planning Board are required. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying regulatory framework as an amendment to the City's Code of Ordinances.
- E. Future institutional development.** All new development shall be compliant with the established IOZ and accompanying regulatory

framework. It shall also be consistent with the IDP, consistent with the Comprehensive Plan, and shall meet applicable site plan standards, unless such standards are superseded by the regulatory framework. Any development proposed by an eligible institution outside the established IOZ boundary shall be reviewed under the standards of the applicable zone, unless such development is proposed in a residential zone and is functionally related to the operations within the IOZ, in which case it shall be addressed by the IDP and require an amendment to the IDP as applicable.

8.3.4 Institutional Development Plan (IDP)

- A. Purpose.** Any use conducted by an eligible institution and any construction by an eligible institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this section. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services, and to measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed regulatory framework and informs subsequent site plan review(s).
- B. Planning horizon.** An IDP shall provide the City and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the eligible institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more). However, the specific planning horizons for each institution will be determined as part of



the IDP approval process.

- C. Content.** The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required scoping meeting:

- 1.** Context information, including:
 - a.** The institution's adopted mission, vision, or purpose statement.
 - b.** A summary of relevant baseline data on the institution, including:
 - i.** A neighborhood context plan.
 - ii.** An inventory of current programs and services.
 - iii.** A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.
 - iv.** An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).
 - v.** An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.
- c.** A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:

- i.** A summary of existing resources, such as historic, open space, and natural resources.
 - ii.** A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization.
 - iii.** A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.
 - iv.** Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
 - d.** A summary of public involvement in the development of the IDP, including major areas of public concern.
- 2.** Assessment of future institutional growth and change, including:
- a.** A description of institutional needs and areas of future institutional growth and change, with:
 - i.** A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).
 - ii.** Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.

- iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
- b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:
 - i. Transportation and access, with:
 - a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.
 - b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.
 - c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.
 - ii. Environment, with:
 - a) An analysis of potential cumulative impacts on natural resources and open spaces.
 - b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.
 - c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.
 - iii. Infrastructure, with:
 - a) An analysis of projected public utility demand and the capacity of associated infrastructure.
 - b) An analysis of projected public safety needs and projected impacts to the capacity of these services.
 - c) An infrastructure plan, representing the synthesis

of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design, with:

- a)** An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.
- b)** An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.
- c)** An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.
- d)** A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to

the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood engagement, with:

- a)** A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.
- b)** A property management framework that identifies the institution's process for handling operational property issues with neighbors.
- c)** Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.
- d)** A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear

communication strategy is in place in advance of construction.

D. Standards of review. The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board.
2. Reflect the issues/topics identified in the required public process.
3. Demonstrate consistency with the City's Comprehensive Plan and the purpose of this ordinance.
4. Demonstrate how the property ownership, proposed growth, and requested regulatory framework relate to the institution's mission.
5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands.
6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated.
8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated.
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric.
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local

amenities.

11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure.
12. Conform with the standards of Article 16 for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. ~~When proposed adjacent to or within 100 feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character defining elements of the landmark or portion of the district in the immediate vicinity.~~
13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

E. Approval. Upon finding that an eligible institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

F. Monitoring. The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments.

G. Amendments. An approved IDP shall guide campus development unless and until amended. If at any time the eligible institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply



OVERLAY ZONES

with a written statement of the proposed amendment and proposed amended IDP to the Planning Authority, whose decision as to whether the amendment is minor shall be final. Major amendments shall be reviewed by the Planning Board. When the IDP is amended, the baseline data in the IDP shall be updated as appropriate.

8.3.5 Regulatory framework

- A. Purpose.** The regulatory framework translates the IDP into a set of clear and specific zoning requirements for the IOZ that constitute the text and map amendments to the City's Land Use Code and zoning map. The zoning requirements are anticipated to include parameters that guide the growth and change of the institution as well as broad strategies to address potential impacts, with plans and details to be developed under site plan review.
- B. Applicability.** The regulatory framework shall apply only to properties that are within the IOZ boundary and to which the eligible institution holds right, title, or interest. For these properties, the Institutional Overlay Zone shall supersede the underlying zoning, and all new institutional development shall be conducted in compliance with the regulatory framework and the approved Institutional Development Plan. Properties located within the Institutional Overlay Zone not subject to right, title, or interest of the eligible institution shall continue to be governed by the regulations of the underlying zoning designation.
- C. Uses.** Institutional uses, including hospitals and higher education facilities, shall be permitted, as shall uses that are functionally integrated with, ancillary to, and/or substantively related to

supporting the primary institutional use, consistent with the applicable approved IDP.

- D. Content.** The regulatory framework shall reflect the information and analysis of the IDP. The content shall be tailored to address the issues associated with the institution and its neighborhoods. The regulatory framework should be succinct and use tables and graphics to address the following, if applicable:
1. *Zoning boundary of the IOZ.* The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's zoning map).
 2. *Phasing and schedules.* Requirements that relate to proposed phases; a chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan).
 3. *Uses.* Clarification, as necessary, on permitted uses.
 4. *Dimensional requirements.* Graphics, sketches, or standards, including details for transition zones within the IOZ boundary.
 5. *Transportation.* Elements such as Transportation Demand Management Plan (TDM) trip reduction targets or contribution to area-wide TDM measures; broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety; parking ratios and management strategies; thresholds for access improvements.
 6. *Environment.* The approach to the inclusion of open space and preservation of environmentally-sensitive areas.
 7. *Mitigation measures.* The broad approach to identified mitigation measures, which

would be addressed in greater detail in the site plan review process; thresholds for addressing deficiencies; goals for preservation/protection.

8. *Design.* Graphics and standards to clarify building placement and envelope (height and massing); guidelines for integration of site features; required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary); guidelines for establishing campus identity.
9. *Neighborhood integration.* Thresholds and strategies for neighborhood engagement; mitigation of impacts on neighboring properties, including construction impacts; buffering requirements; objectives for pedestrian linkages and safety; other requirements that address community concerns.
10. *Monitoring.* A schedule for regular monitoring reports on IDP implementation in accordance with the IDP.

E. Standards of review. The regulatory framework shall:

1. Be consistent with the Comprehensive Plan and the Institutional Development Plan.
2. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews.
3. Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement.
4. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications.

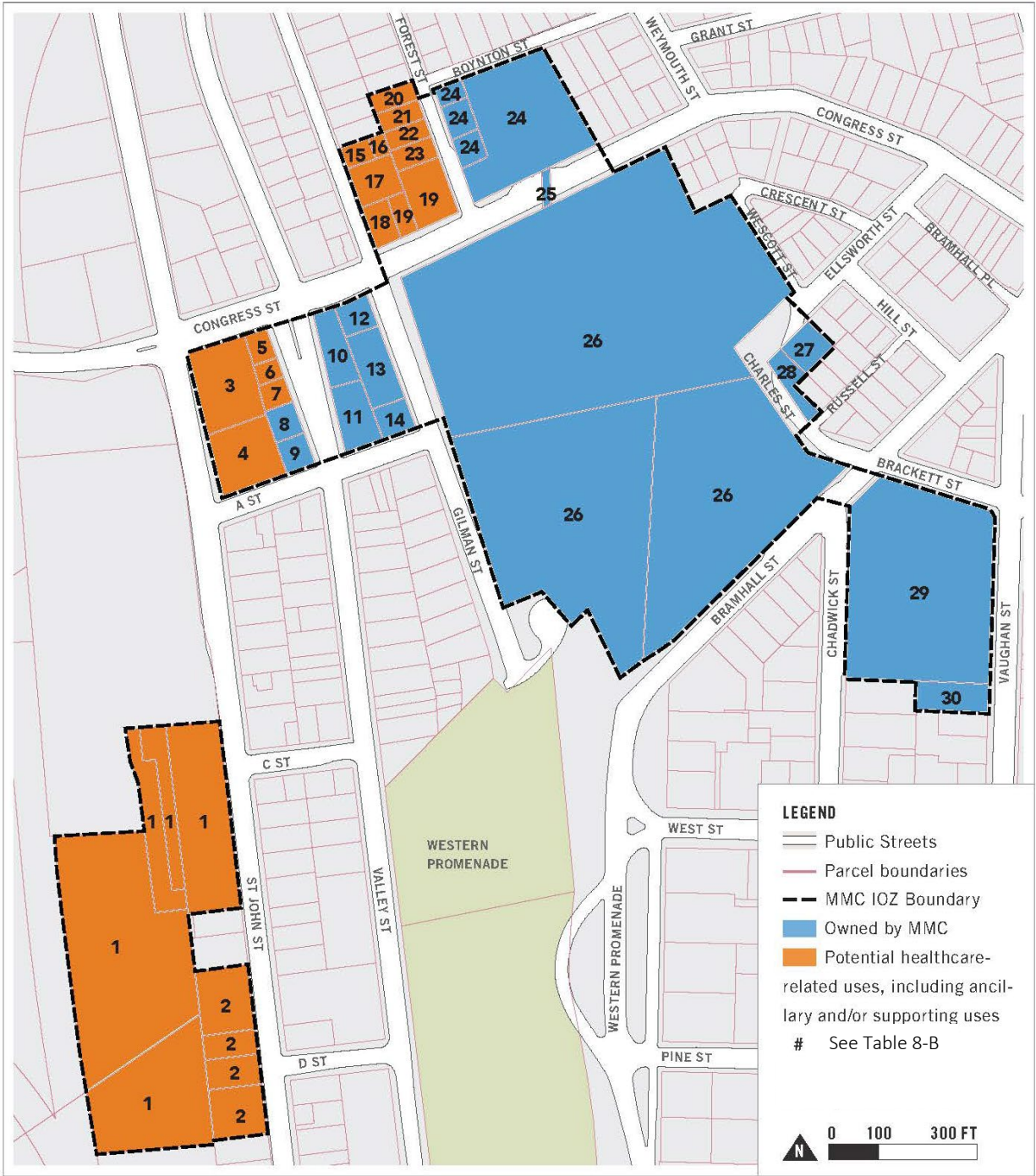
F. Approval/adoption. The Planning Board shall review the proposed regulatory framework against the standards of review and make a recommendation on the institution's IOZ designation and regulatory framework to the City Council for adoption as part of this Land Use Code.

G. Amendments. A regulatory framework and IOZ boundary as adopted by the City Council shall remain in force unless and until amended. Amendments to a regulatory framework and/or IOZ boundary may be brought forth by the City or eligible institution. Proposed amendments to the IOZ boundary or regulatory framework shall be reviewed by the Planning Board and adopted by the City Council subject to the provisions of this ordinance.

8.3.6 Maine Medical Center Institutional Overlay Zone Regulatory Framework

A. Applicability. All development proposed by Maine Medical Center (MMC) within the boundary of the MMC Institutional Overlay Zone (IOZ) shall be consistent with the approved Institutional Development Plan (IDP), consistent with the Comprehensive Plan, and meet applicable standards of the Land Use Code, unless such standards are superseded by the following regulatory framework. This regulatory framework shall govern future development by MMC within the IOZ unless amended by the Portland City Council upon formal application of MMC. The MMC Institutional Overlay Zone shall have the boundaries depicted in Figure 8-C, and shall include the properties listed in Table 8-B.

B. Updates and amendments. It is intended that the IDP will be updated on a regular basis to



Note: Refer to Table 8-C for a list of permitted uses.

FIGURE 8-C: MMC IOZ BOUNDARY

TABLE 8-B: LIST OF PROPERTIES INCLUDED IN THE MMC IOZ

Map#	Legal Description	Address	Acreage	Ownership
1	64-A-2-8-9-11/74-A-7/75-A-6	222 St John St.	4.6516	Owned by others
2	68-D-1-3-13-14-16	180 St John St.	0.9494	Owned by others
3	65-G-1	950 Congress St.	0.4628	Owned by others
4	64-B-1	275 St John St.	0.4163	Owned by others
5	65-G-2	942 Congress St.	0.0659	Owned by others
6	65-G-3	940 Congress St.	0.0482	Owned by others
7	65-G-4	274 Valley St.	0.0667	Owned by others
8	65-G-5	268-270 Valley St.	0.0978	MMC
9	64-B-2	262-266 Valley St.	0.0895	MMC
10	65-H-1	932 Congress St.	0.1864	MMC
11	65-H-9	261 Valley St.	0.2185	MMC
12	65-H-2	930 Congress St.	0.1040	MMC
13	65-H-5	52 Gilman St.	0.2384	MMC
14	65-H-8	44 Gilman St.	0.1128	MMC
15	65-E-22	85 Gilman St.	0.0565	Owned by others
16	65-E-32	85 Gilman St.	0.0282	Owned by others
17	65-E-24	81 Gilman St.	0.1653	Owned by others
18	65-E-28	919 Congress St.	0.1059	Owned by others
19	65-E-29-30	909 Congress St.	0.3233	Owned by others
20	65-E-19	22 Forest St.	0.0826	Owned by others
21	65-E-21	18 Forest St.	0.0831	Owned by others
22	65-E-23	14 Forest St.	0.0826	Owned by others
23	65-E-25	12 Forest St.	0.0883	Owned by others
24	53-I-1-2-3-12	887 Congress St.	1.3400	MMC
25	53-X-1	Congress St. Pedestrian Walkway	---	MMC
26	53-D-7/54-H-1/64-C-1	22 Bramhall St.	12.563	MMC
27	54-C-6	34 Ellsworth St.	0.1341	MMC
28	54-C-10	40 Ellsworth St.	0.1155	MMC
29	54-I-1	308 Brackett St.	2.5200	MMC
30	63-B-8	214 Vaughan St.	0.1983	MMC

Properties owned by MMC are listed under MMC or MMC Realty Corp.

MMC will not extend its functionally-related Bramhall campus hospital operations beyond the boundary of the IOZ within the City of Portland without further amendment to the IDP. This includes any expansion of functionally-related operations that displace residential uses outside of the IOZ boundary. A functional relationship is defined as uses or activities that are traditionally or customarily linked to the day-to-day operations of the MMC Bramhall Campus that would relocate a significant proportion of the total employee population or activities.



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ensure that the data is current and that the document remains accurate. Accordingly, monitoring reports will be filed every three years and shall include a summary of progress on IDP implementation and of acquisitions and divestment since the date of IDP approval. At the time of the submission of the monitoring report, MMC shall identify any updates to the IDP which may result from updated master planning, changes in baseline information, or changes in the adjacent neighborhoods which affect MMC, to allow the IDP to remain current. Updates and minor amendments not described below shall be reviewed administratively by the Planning Authority.

1. Minor amendments that impact phasing of the long-term development blocks or change the approach to parking, transportation, neighborhood engagement or design shall be reviewed by the Planning Board for consistency with the objectives of the IDP. In addition to consistency with the objectives of the IDP, review of phasing and development program amendments shall focus on integration with the campus and impacts on transportation or infrastructure. This review may occur simultaneously with the site plan review of an anticipated project.
2. Major amendments shall be reviewed by the Planning Board and are required under the following circumstances:
 - a. A change to the regulatory framework is required.
 - b. The IDP is no longer representative of the institutional mission or approach to community as a result of redevelopment in the area or City

TABLE 8-C: PERMITTED USES

Healthcare facilities, including but not limited to the following ancillary and/or supporting uses:

- Hospital
- Medical office/Clinic
- Laboratory center/services
- Research and development (R&D) laboratory or facility
- Educational facility/Conference center
- Administrative/Business office
- Accessory service or trade uses
- Guest house
- Multi-family housing for healthcare staff and students
- Rehab/Skilled nursing facility
- Retail
- Restaurant/cafe
- Employee service amenities
- Day care center
- Fitness center or gymnasium
- Parking lot or garage
- Bicycle storage
- Heliport
- Antenna station
- Outdoor use areas, such as green areas, parks, gardens, art installations, and other active and passive non-commercial recreation spaces

upgrades to neighborhood planning (such as roadway changes, infrastructure upgrades, community

design, lighting).

- c. Development proposed by MMC is inconsistent with the master facility plan, transportation plan intent, design plan intent, or environment and infrastructure plan intent identified in the IDP.
3. Annual monitoring reports will be

submitted for MMC's Transportation Demand Management (TDM) Plan. TDM monitoring reports shall include a summary of progress towards targets established in the TDM Plan.

- C. Uses.** In addition to the uses permitted in the underlying zone, the uses in Table 8-C are permitted as a matter of right. In recognition that MMC is part of a mixed-use area of the city, with important existing services and businesses that serve the local and wider community, healthcare facility development fronting onto Congress Street and St. John Street shall activate the public realm, to the extent able, with uses such as service and retail/restaurant, landscaping, active building entrances, pocket parks, etc., on the ground or other publicly accessible level, consistent with the design intent contained in the approved IDP. In areas identified in the IDP as "Priority zone for commercially oriented/retail uses," usable ground floor retail, restaurant, or comparable community-oriented use that provides services to local residents and employees both during the day and evening hours is required. In areas labeled "Street activation through location of windows, entrances, etc.," usable ground floor retail, restaurant, or community-oriented use is encouraged to the extent practicable. Such uses, where constructed or facilitated as part of a healthcare related development, are expressly permitted whether ancillary or supporting the healthcare facility or not, and shall be open and welcoming to the general public in addition to employees or visitors of MMC.

- D. Dimensional requirements.** The MMC Institutional Overlay Zone shall have the

dimensional requirements listed in Table 8-D and depicted in Figures 8-C and 8-D.

- E. Design.** New buildings within the IOZ shall adhere to the design guidelines set forth in Chapter 5: Design of the IDP and the site plan standards of Article 13.

F. Signs

1. At the time of first site plan review following IDP approval, a unified campus-wide signage plan shall be submitted for review and approval by the Planning Authority. Any update to such plan due to a change in name or logo shall not require amendment to the IDP.
2. Signs shall be designed in accordance with the campus-wide signage plan. All signs shall be designed in proportion and character with building facades and adjacent street typology. All signs shall be coordinated with the building and landscaping design and be constructed of appropriate permanent, high quality materials and finishes.

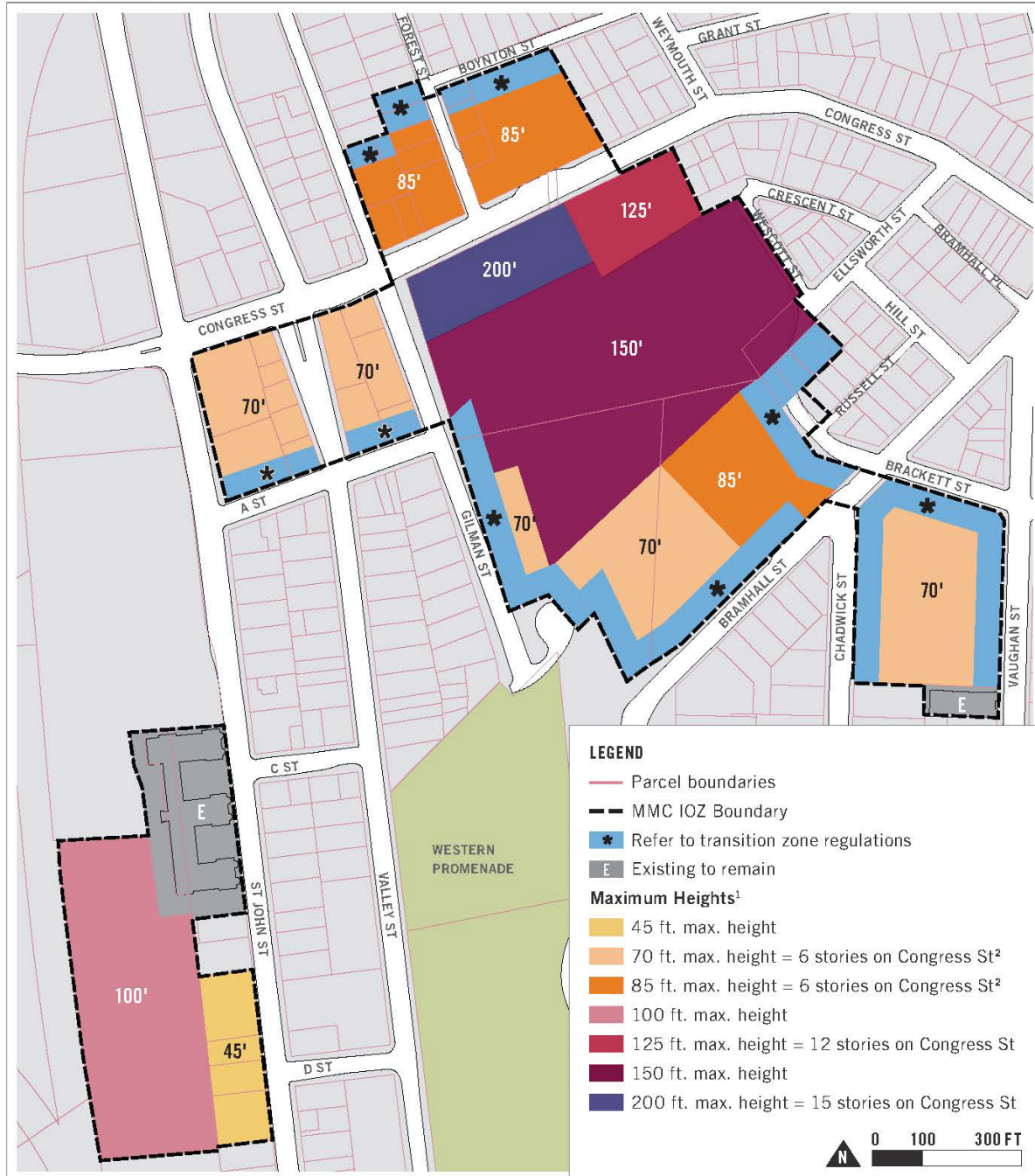
G. Transportation

1. *Transportation Demand Management (TDM)*
 - a. At the time of the first site plan review following IDP approval, MMC shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved Institutional Development Plan. The TDM Plan may be phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
 - b. The TDM Plan shall be designed to provide transportation choice with the goal of reducing parking demand

TABLE 8-D: MMC IOZ DIMENSIONAL REQUIREMENTS

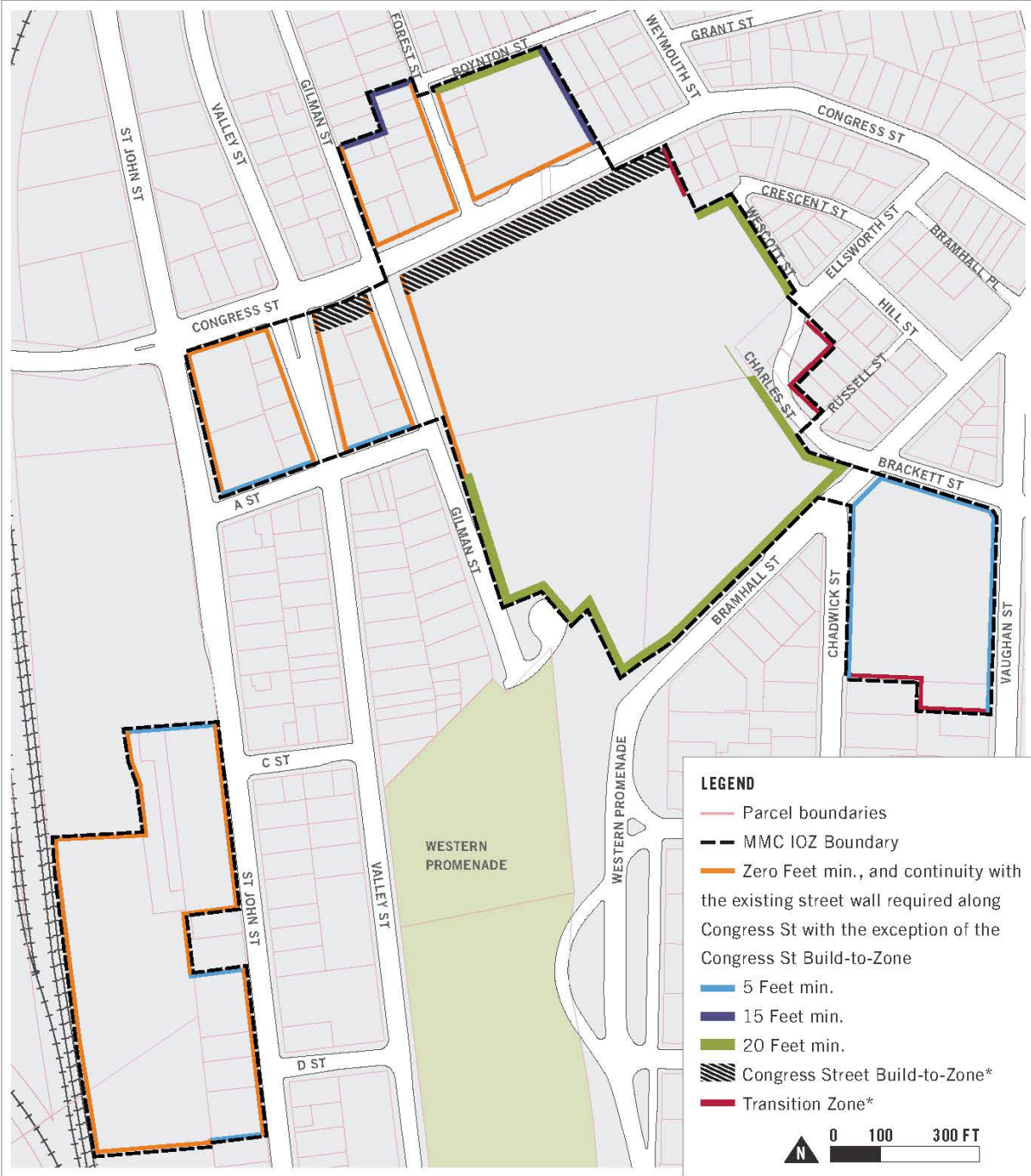
Building heights (max.)	Max. building heights for new buildings within the IOZ shall be governed by the Maximum Building Heights Map in Figure 8-D, or by the transition zones clause of this table for those buildings located in transition zones. Refer to IDP “Chapter 5. Design” for methodology on determining heights.
Building heights (min.)	Three stories, except in transition zones, where the minimum building height shall be two stories. Minimum building heights shall not apply to building awnings, associated kiosks, pavilions or similar building components.
Building length (max.)	Length of proposed parking garage at 222 St John St shall not exceed 500 feet as measured roughly parallel to St John St.
Building setbacks (min.)	Minimum building setbacks shall be governed by the Minimum Setbacks Map in Figure 8-E. Additional requirements are listed in the transition zones and Congress Street build-to zone sections of this table.
Congress Street build-to zone¹	A build-to zone is identified for some properties that abut Congress Street. See Minimum Setbacks Map in Figure 8-E for the location of build-to zone. i. The Congress Street build-to zone extends between 0 to 40 feet from the right-of-way boundary. ii. Buildings located in these parcels must have a minimum of 70% of the façade facing Congress Street located within the build-to zone.
Transition zones	Transition zones are identified inside the IOZ boundary in areas where the IOZ abuts or is located across a public right-of-way from a residential zone or a historic-designated district. See Maximum Building Heights Map in Figure 8-D for location of transition zones. i. Transition zones shall extend 50 feet into the parcel from the parcel boundary. ii. Transition zones that abut a Residential zone with or without an intervening public right-of-way shall have a maximum height limit that matches the maximum height permitted within that Residential zone. iii. In areas where the IOZ abuts a residential zone without an intervening public right-of-way, minimum side and rear yard requirements of the abutting residential zone apply within the IOZ boundary, unless noted otherwise in Minimum Setbacks Map in Figure 8-E.

¹A “build-to zone” is the area on the lot where all or a portion of the street-facing building facade must be located, measured as a minimum and max. yard (setback) range from the public right-of-way boundary.



Notes: 1. Minimum building heights also apply. Refer to Table 8-D.
 2. For buildings with residential use above the ground floor, the following height maximums apply:
 70 ft. maximum height = 7 stories, and 85 ft. maximum height = 8 stories.

FIGURE 8-D: MAXIMUM BUILDING HEIGHTS



* Refer to Table 8-D Dimensional Requirements

FIGURE 8-E: MINIMUM SETBACKS

and single-occupancy vehicle trips to and from MMC by employees and visitors.

- b. The TDM Plan shall establish parking and trip reduction targets associated with the short-term (0-2 years), mid-term (2-5 years), and the long-term (5+ years), as well as a data collection plan.

- 2. **Parking.** Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wide analysis of demand and supply. The parking demand study shall determine parking requirements and shall be sufficient to alleviate parking pressure on surrounding neighborhoods. Parking studies developed by MMC shall integrate parking and trip reduction achievements and data contained in the TDM Plan.

H. Environment. Development proposed by MMC shall be designed to integrate with the surrounding context, including open space and pedestrian networks and infrastructure.

I. Mitigation measures. MMC shall mitigate site plan impacts to off-premise infrastructure in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of MMC development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.

J. Neighborhood integration and engagement

- 1. For the purpose of keeping surrounding residential areas appraised of its future

development plans, and to address any neighborhood issues related to the operations of the MMC Bramhall campus, MMC shall adhere to the ongoing community engagement principles identified in the approved Institutional Development Plan.

- 2. MMC shall conduct ongoing community engagement, including the formation of a Neighborhood Advisory Committee comprised of representatives of MMC, the Parkside neighborhood, the West End neighborhood, the Western Promenade Neighborhood Association, the St. John Valley neighborhood, the Libbytown neighborhood, and the City.

K. Construction management

- 1. At the time of site plan review, MMC shall submit a construction management plan substantially in accordance with those construction management principles identified in the approved Institutional Development Plan for review and approval by the Planning Authority.
- 2. The construction management plan shall include a construction schedule, as well as strategies for managing neighborhood communication and noise, air quality, traffic, and parking impacts associated with the construction as set forth on the construction management template developed by the City and attached and incorporated to the IDP as Appendix A.

L. Other requirements

- 1. *Helipad.* Proposed changes to MMC's helipads, including changes to preferred flight routes, shall be reviewed and approved by the Planning Authority in



accordance with the approved Institutional Development Plan.

2. *Snow ban parking.* When the City of Portland declares a snow parking ban, MMC shall make parking available to neighbors in a designated parking area on or near its campus upon the following condition: Due to the patterns of patient flow in the hospital, the hours of snow ban parking for registered vehicles during an announced City of Portland snow parking bans are 6:00 p.m. until 6:00 a.m. Vehicles that are not moved out of these parking areas by the applicable time each morning are subject to towing at the owner's expense.
3. *Healthy communities.* Recognizing that a stable residential and commercial environment is key to the health of any neighborhood, MMC commits to supporting its existing and future neighbors in the St. John Valley, Parkside, West End, Western Prom, and Libbytown neighborhoods. Accordingly, MMC shall implement and participate in the healthy communities programs as described below.
 - a. *Caring Community Grants.* MMC shall develop an annual grant program with available funds of up to \$30,000. Goals, priorities, eligibility requirements, program guidelines, and allocation approach will be developed by the MMC Neighborhood Advisory Committee, as described in Chapter 6 of the IDP approved on September 26, 2017. Neighborhood associations or other entities located or operating in

the St. John Valley, Parkside, West End, Western Promenade, and Libbytown neighborhoods may apply for grant funding relating to the following initiatives:

- i. *Neighborhood investment and Infrastructure:* Focused on creating strong, safe, accessible and vibrant neighborhoods.
 - ii. *Quality of life:* Focused on improving access to recreation, arts or cultural experiences in the neighborhoods.
 - iii. *Diversity and inclusion:* Focused on fostering the building of relationships and understanding among diverse groups, including capacity building and outreach activities.
 - iv. *Public Safety:* Focused on supporting public safety programs through training programs, equipment or other means in the neighborhoods.
 - v. *Environmental sustainability:* Focused on preventing waste, increasing recycling or supporting other programs that work to improve the environment.
- b. *Healthy Neighborhoods Program.* MMC shall initiate and adopt a memorandum of understanding (MOU) by and between MMC, the City of Portland, and other community partners establishing a Healthy Neighborhoods program. Such a program shall be designed to fund and execute housing and community

improvement and development programs in St. John Valley and the other neighborhoods surrounding MMC's Bramhall Campus.

8.3.7 The Roux Institute at Northeastern University Overlay Zone Regulatory Framework

A. Applicability. All development proposed by the Roux Institute at Northeastern University ("Roux Institute") within the boundary of the Roux Institutional Overlay Zone (IOZ) shall be consistent with the approved Institutional Development Plan (IDP), consistent with the Comprehensive Plan, and meet applicable standards of the Land Use Code, unless such standards are superseded by the following regulatory framework. This regulatory framework shall govern future development by the Roux Institute within the IOZ unless amended by the Portland City Council upon formal application of the Roux Institute. The Roux Institutional Overlay Zone shall have the boundaries depicted below and shall include the approximately thirteen-acre property located at 1 Bean Pot Circle and identified as parcels 447-A001 and A002 in the City's assessing records.

B. Phasing and monitoring

1. The Roux Institute campus will be developed in phases, as set forth in the IDP. The IDP will be updated on a regular basis to ensure that the data is current and that the document remains accurate. Accordingly, monitoring reports will be filed every three years and shall include a summary of progress on IDP implementation and of acquisitions and



FIGURE 8-F: ROUX INSTITUTIONAL OVERLAY ZONE BOUNDARY

- divestment since the date of IDP approval. At the time of the submission of the monitoring report, any updates to the IDP shall be identified which may result from updated master planning, changes in baseline information, or changes in the adjacent neighborhood which affect the campus, to allow the IDP to remain current. Updates and minor amendments not described below shall be reviewed administratively by the Planning Authority.
2. At completion of each phase, the Roux Institute campus shall have the appearance of a complete and comprehensive design. Permanent and meaningful public space shall be established in the first phase to ensure public benefit. Interim conditions shall be designed for a pleasant pedestrian experience through planting, lighting, wayfinding, graphics, artwork, or



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ornamental fencing to provide screening, buffers, and enhancement. Interim areas of the site which are not actively used for parking or construction staging will be appropriately landscaped or accommodate gathering on lawns or other aesthetically hardened spaces.

3. Minor amendments that change the approach to parking, transportation, neighborhood engagement or design shall be reviewed by the Planning Board for consistency with the objectives of the IDP. This review may occur simultaneously with the site plan review of a proposed project.
4. Major amendments shall be reviewed by the Planning Board and are required under the following circumstances:
 - a. A change to the regulatory framework is required.
 - b. The IDP is no longer representative of the institutional mission or approach to community as a result of redevelopment in the area or City upgrades to neighborhood planning (such as roadway changes, infrastructure upgrades, community design, lighting).
 - c. A change in approach to parking, transportation, neighborhood engagement or design is inconsistent with the objectives of the IDP, resulting in a modification to the applicable objectives.
5. Review of major amendments may occur simultaneously with the site plan review of the proposed project.

C. Uses

1. The Roux Institute campus will encompass

a variety of uses to support the mission of the Institute. Campus uses will include classrooms and laboratories, housing, faculty offices, dining areas, convening spaces, fitness centers, retail facilities, entrepreneurial spaces, light manufacturing, incubator space, research and design facilities, hotel, and office space. The mixture of uses is intended to support collaboration with private industry, other institutions, and community organizations. A range of rental housing options will provide on-site opportunities for students, faculty, staff, and their families, easing some of the housing pressure and traffic that might otherwise result from new residents attracted to Portland by the institute. Housing units not occupied by residents affiliated with the Roux Institute may be made available to the public to further assist in easing the housing pressure.

2. The Roux Institute campus will be designed to include uses that will welcome neighbors to the campus, including publicly available open space, waterfront access, recreational opportunities, restaurant, dining, small neighborhood grocery, and/or other limited retail options.
3. In addition to the uses permitted in the underlying zone, laboratory and research facilities, low-impact industrial uses, and high-tech manufacturing shall also be permitted as a matter of right in all buildings that are located within the IOZ and on land owned or leased by the Roux Institute. On the pier residential uses are explicitly prohibited and any allowed use

on the pier must be a functionally water-dependent use. Ground floor retail, restaurant, or comparable community-oriented uses that provide services to local residents, students, faculty and staff shall be expressly permitted whether ancillary to or supporting the educational institution, and shall be open and welcoming to the general public.

4. Within the boundary of the IOZ, hotels shall be limited as follows:
 - a. No more than one hotel shall be located in the IOZ.
 - b. The hotel shall contain no more than 130 rooms.
 - c. The hotel shall be no more than eight stories in height, not including structured parking. There shall be no more than two levels of above grade structured parking beneath the first floor of the hotel. Nothing herein is intended to preclude the co-location of hotel use and structured parking on one or more levels of the hotel.

D. Dimensional requirements

1. *Applicability.* All principal buildings and structures located within the IOZ and located on land owned or leased by the Roux Institute shall be subject to the dimensional requirements of the underlying zone, except where modified by the provisions of this section.
2. *Rules of measurement*
 - a. Publicly accessible corridor: A corridor accessible to the general public that is open to the sky or enclosed with a minimum width of 20 feet. Enclosed portions of publicly

accessible corridors shall have a minimum height of 30 feet.

- b. Street wall: Within the Roux IOZ the term “street wall” shall mean a wall or portion of a wall that includes the principal entry to a building facing a street, public right-of-way, major pedestrian access routes, or open spaces. Orientation of the principal entry to a building shall be determined by the applicant.
3. *Maximum building heights.* Maximum building heights for new principal buildings in the IOZ shall be governed by the Roux IOZ Height Map (Figure 8-G).
4. *Minimum and maximum street wall heights.* New principal buildings in the IOZ shall rise to a minimum street wall height of 45 feet and may rise to a maximum street wall height of 105 feet.
5. *Stepback requirements.* At a height not lower than the minimum street wall height or higher than the maximum street wall height, a stepback with a minimum depth of at least 10 feet shall be provided. Required stepbacks shall only apply to a building’s street wall.
6. *Building length requirements*
 - a. For buildings with a length greater than 250 feet, a continuous, publicly accessible corridor that connects two streets, public rights-of-way, major pedestrian or bicycle access routes, or open spaces shall be provided, with the precise location to be identified, defined, and reviewed under site plan review. Building length shall be measured at grade in a straight line



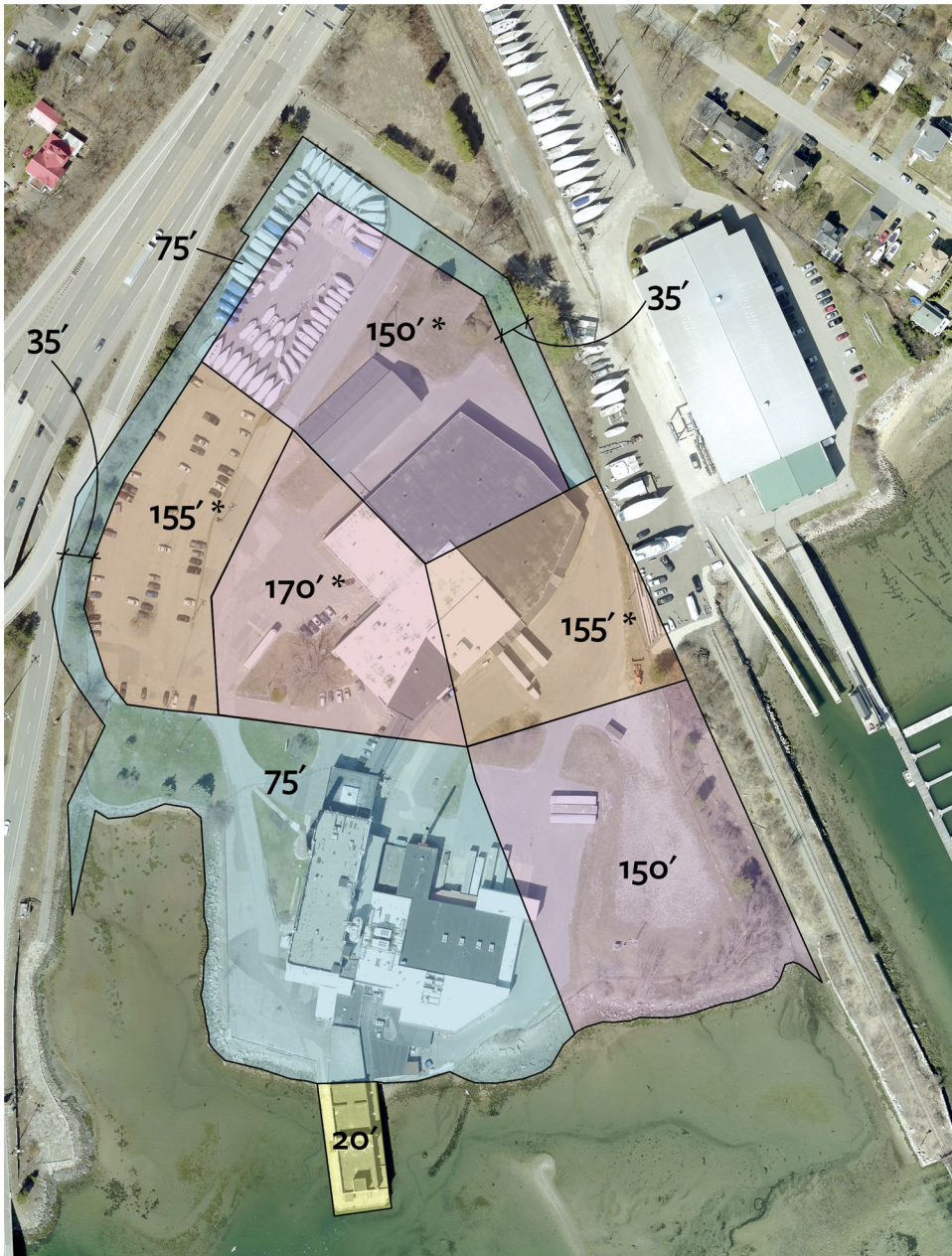
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between the outer corners of the designated street wall.

- b.** Publicly accessible corridors need not be linear and may have necessary grade changes.
 - c.** Any building wall situated along a publicly accessible corridor shall be designed to provide sufficient architectural and graphic amenities to provide visual interest, transparency between interior activities and pedestrian activity, or active uses and relate the building, and its use to passersby.
 - d.** Publicly accessible corridors shall:
 - i.** Include bicycle and pedestrian amenities such as benches and other seating;
 - ii.** Be illuminated to levels that are adequate but not excessive for the safety, comfort, and conveniences of occupants and users of the site, and
 - iii.** Provide access to the public during regular operating hours of the institute.
 - e.** The Roux Institute may close off public access to a publicly accessible corridor during special events or when determined necessary by the institute for security or public safety purposes.
- 7. Transitions and buffers**
 - a.** The campus is surrounded by existing buffers, with I-295 to the west, state-owned vacant parcels to the north, the rail corridor and marine business to the east, and Casco Bay to the south. In addition to the existing buffers,

development shall further ease the transition to and from the campus.

- b.** Public open space will ease transition from the smaller scale of Sherwood Street. A transition onto the campus will also be accomplished through thoughtful façade design at the pedestrian level. Potential nuisance features like dumpsters, air handlers, and parking will be appropriately screened. Buildings will avoid blank walls to respect the adjacent neighborhood and facilitate a sense of permeability and welcome.
 - c.** The shoreline transition area between the buildings and the water will serve as meaningful public open space. Building facades facing the water will be considered public-facing, with views designed for interest from the water and Eastern Promenade Trail.
 - d.** The transition area between the campus and I-295 contains a height limitation of 75 feet along the edge and between the highway and the B&M Cannery Building, preserving the historic view of the building from the highway and easing the transition to the greater allowable building heights in the center of campus.
 - e.** The transition area along the edge of the campus adjacent to the rail corridor also contains a height limitation of 75 feet along the edge of the property closest to the residential neighborhood, further easing the transition to the greater allowable



1. *: Above height of 75 feet, no building floorplate shall exceed 35,000 square feet.
2. Above height of 50 feet, no two buildings shall be closer than 40 feet apart.
3. Building heights for buildings that span two or more height zones shall be measured by calculating the highest point (as defined in the Land Use Code) of that portion of the building within a particular height zone. If the roof is sloped, height is measured at the midpoint of that portion of the slope located within the particular height zone.
4. Functionally water-dependent structures on the pier are limited to 20 feet in height. Light poles on the pier are limited to 35 feet in height. On the pier height is measured from the top of the pier deck to the top of the roof of a functionally water-dependent structure or to the top of a light pole.

FIGURE 8-G: HEIGHT OVERLAY MAP



building heights at the center of campus, mitigating shadow impacts to adjacent properties.

E. Transportation

1. *Transportation demand management (TDM)*
 - a. At the time of the first site plan review following IDP approval, the developer shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan may be phased into short-, mid-, and long term actions to allow for progressive implementation over time.
 - b. The TDM Plan shall be designed to provide transportation choice with the goal of reducing parking demand and single-occupancy vehicle trips to and from the Roux Institute campus and from the Roux Institute campus by students, faculty, staff, institutional partners, and visitors.
 - c. The TDM Plan shall establish parking, mode share, and trip reduction targets associated with each phase of development, as well as a data collection plan.
 - d. Annual monitoring reports will be submitted for the TDM Plan. TDM monitoring reports shall include a summary of progress towards targets established in the TDM Plan. If deficiencies are identified, they will be resolved in accordance with the site plan approval.
2. *Traffic movement permit (TMP)*
 - a. Any development that will generate over 100 passenger car equivalents will trigger TMP review which will determine applicable mitigation for that development program. There are contributions anticipated to area-wide elements to support trip reduction targets, such as contribution to the development of shared use path infrastructure and support for additional transit service to the campus. The TMP review may consider an individual site plan or may cover more than one site plan. Each of the TMP submissions and review will continue to contemplate capacity for multimodal connections to continue to reduce automobile trips.
 - b. Mode shares and trip reduction targets have been identified in the IDP and will be updated and modified with each TMP submission as necessary.
3. *Bicycle and pedestrian access and safety*
 - a. A Transportation, Access, and Circulation Plan has been provided in the IDP. At the time of the first site plan review, the developer shall submit an updated Plan. Where possible, the bicycle and pedestrian access routes shall connect to established bicycle and/or pedestrian facilities. The developer shall look to establish new bicycle and pedestrian bicycle and/or pedestrian facilities where feasible.

- b. The site and building design shall not prohibit the enhancement of transit service to and from the site.
 - c. Bicycle, pedestrian, transit, and motorized vehicular facilities proposed to and from the site shall provide sufficient capacity and allow for safe connections for modes of transportation.
 - d. Sherwood Street shall be improved to accommodate bicycles and pedestrians within the existing right-of-way. Separate sidewalks and bicycle lanes shall be provided where feasible.
- 4. *Parking.* Parking requirements in the IOZ, including but not limited to parking ratios, shall be established at the time of site plan review for each phase of development based on a parking study that includes a campus-wide analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievements and data contained in the TDM Plan. Parking requirements shall be determined in accordance with the requirements in the Land Use Code in effect at the time of site plan review.
- 5. *Circulation*
 - a. The campus shall contain a bike and pedestrian circulation network which includes a perimeter access loop, an internal system of pathways and a major campus “promenade” which will link campus developments, the upland, and the waterfront.
 - b. The perimeter access path for bicycle and pedestrians will serve to connect the campus to primary site entry points from the community and provide a continuous recreational loop. Where appropriate, the perimeter access path will be enhanced by wayfinding, lighting, landscaping, and safe crossings at vehicular intersections. Where possible, building facades will respond to the perimeter access path for views into the building and periodic activation to building entrances.
 - c. Internal campus circulation pathways will connect major open spaces, buildings entrances, and outdoor plazas to create a network of multiple pathways including the perimeter access path. Pathways will be located along or oriented toward facades that have active programs, architectural articulation, appropriately scaled entrances, and windows. Pathways will avoid traveling along stretches of undifferentiated or blank facades back doors or service areas. Pathways will be generally lower-velocity systems than the access loop. Where appropriate, the internal campus circulation pathways will be enhanced by wayfinding, lighting, landscaping, and safe crossings at vehicular intersections.
 - d. The campus promenade will serve as a major organizing feature connecting the upland and the water and providing access to open spaces, allowing views of the principal campus of buildings, and connecting to the internal campus circulation pathways



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and perimeter access path. The promenade will be enhanced by lighting, wayfinding, landscape buffers, and open spaces. Viewsheds and topography along the promenade will emphasize the Roux Institute and Burnham & Morrill (B&M) Cannery Building, pier, and other principal buildings and spaces.

F. Environment

1. The IOZ shall contain a minimum of three acres of public open space designed to enhance waterfront access and provide bicycle/pedestrian network connectivity. This open space requirement shall be met at the completion of construction of the first site plan approval and shall be maintained at all phases of development. The three acres need not be contiguous and may be provided in new and/or different locations following completion of development phases. The public open space shall be meaningful space, functioning as recreation areas, social gathering spaces, or natural buffers consisting of a diverse mix of native woody and herbaceous vegetation, including a well-distributed mix of trees. The method of assuring public access to the public open space shall be determined at site plan review.
2. A Sustainability and Resilience Charter will be created by the Roux Institute for the campus. The charter shall contain sustainability goals related to development categories such as energy, water, transportation, equity, and resilience and may be revised over time in response to evolving technology and industry standards. The charter will require all development on the campus to utilize critical components of industry standard benchmarking systems such as LEED, SITES, WELL, ILFI, and Passive House. The charter will be submitted to the Planning Authority prior to submission of the first site plan application. Proposed site plans shall be consistent with the goals outlined in the charter.
3. Development shall utilize lighting designs required for safety and comfort and that minimize impact to the night sky in accordance with light pollution reduction standards in ANSI/ASHRAE/IESNA 90.1-2007 or its most current edition.
4. Development shall be carried out in such a way as to minimize the impacts of sea level rise, protecting infrastructure and site features by designing to a minimum of 2-feet above the Base Flood Elevation (BFE) as shown on the most current FEMA Flood Insurance Rate Map.
5. The shoreline edge and immediate adjacent upland shall be protected through shoreline armoring and vegetation to prevent erosion and enhance natural resource protection. Vegetation shall consist of a diverse mix of native woody and herbaceous vegetation. Work in coastal wetlands and significant wildlife habitats (as defined by the Maine Department of Environmental Protection) will be minimized to the maximum extent practicable and shall comply with all applicable local, state and federal

permitting requirements in effect at the time.

6. Design of exterior building envelopes will be in developed in compliance with the bird-friendly building and design requirements set forth in Article VII-A of Chapter 6 of the City of Portland Code of Ordinances, except that bird safe materials must be used for the entire façade of all buildings regardless of building height.

G. Mitigation measures

1. Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
2. Impacts to natural resources shall be mitigated in accordance with local, state and federal permitting standards in effect at the time.

H. Design. All buildings within the IOZ shall adhere to the design guidelines set forth in the IDP.

I. Neighborhood integration

1. *Neighborhood engagement*
 - a. For the purposes of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the Roux Institute campus, the Roux Institute shall adhere to the ongoing

neighborhood engagement principles identified in the IDP.

- b. Ongoing community engagement shall be conducted, including the continuation of neighborhood forums and maintenance of the Roux Institute campus website.
- c. A Community Advisory Group shall be created for the purpose of sharing information on project development, planning, and seeking input. To the extent practicable, the group shall be comprised of representatives of interested groups such as the East Deering Neighborhood, East Deering Neighborhood Association, East Deering Neighborhood for Responsible Development, Front Street Area Neighborhood, a tenant representative from Portland Housing Authority's Washington Gardens and Front Street developments, recreation, parks and trails, including the Friends of Payson Park, from sustainability, rail, bicycle/pedestrian, public transit, Portland Harbor, Portland Public Schools, including a Presumpscot School parent, higher education, and the business community.
- d. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.
2. *Construction management.* At the time of site plan review, Northeastern University shall submit a Construction Management Plan substantially in accordance with the construction management principles



OVERLAY ZONES

identified in the Institutional Development Plan for review and approval by the Planning Authority.

J. Historic preservation

1. *Historic preservation review.* The B&M Cannery Building has been designated as a local historic landmark. The area of designation includes the B&M Cannery Building, as well as the area of the former Codfish Building and pier. The Historic Preservation Board's review of activity within the site of the former Codfish Building and pier is limited to review of any activity that would require a Certificate of Appropriateness that is proposed on a newly constructed pier. A Certificate of Appropriateness will not be required for the demolition of the Codfish Building or construction of a new pier and related infrastructure, including future alterations to the pier structure.
2. *Required interpretive elements.* Northeastern University shall include interpretive element(s) on top of or within the surface of the new pier that convey the history and significance of the Codfish Building. Prior to construction of said elements, the University shall submit the proposal to the Historic Preservation Board for its review and approval. The interpretive elements shall be designed in a manner that does not interfere with the use and functionality of the pier as a marine passenger facility and for water access by the Roux Institute and the public.
3. *100-foot review exemption.* The B&M Cannery Building is exempt from Subsection 13.6.4(E)(2) for review of

development within 100 feet of a landmark.



FIGURE 8-H: UNE IOZ BOUNDARY

8.3.8 The University of New England Overlay Zone Regulatory Framework

A. Applicability. The regulatory framework shall apply only to development proposed by the University of New England (UNE) within the boundary of the Institutional Overlay Zone (IOZ) and to which UNE holds right, title, or interest. Properties in the UNE IOZ shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by the regulatory framework. The UNE IOZ shall have the boundaries depicted in Figure 8-H.

B. Phasing and monitoring

1. UNE shall file monitoring reports every five years with the Planning Authority. Monitoring reports shall ensure that data in the IDP is current and provide a summary of progress on IDP implementation, including details of

acquisitions and divestments since the date of IDP approval.

2. Interim conditions shall be designed for a pleasant pedestrian experience through planting, lighting, wayfinding, graphics, artwork, or ornamental fencing to provide screening, buffers, and enhancement. Interim areas of the site which are not actively used for parking or construction staging will be appropriately left in a natural state, landscaped or accommodate gathering on lawns or other aesthetically hardened spaces.

C. Uses. In addition to the uses permitted in the underlying zone, laboratory and research facilities and off-street parking shall also be permitted as a matter of right within the IOZ.

D. Dimensional requirements

1. For the purposes of this IOZ, “lot” is defined as the contiguous lots under UNE ownership, including land separated by a

public or private right-of-way. The “lot” boundary is shown in Figure 8-H.

2. Side and rear setbacks shall not be required between buildings on contiguous lots owned by UNE on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.
3. Maximum building heights for new principal buildings in the IOZ shall be governed by the maximum building heights map in Figure 8-I.

E. Transportation

1. *Transportation demand management (TDM).* At the time of the first site plan review following IDP approval, UNE shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan may be

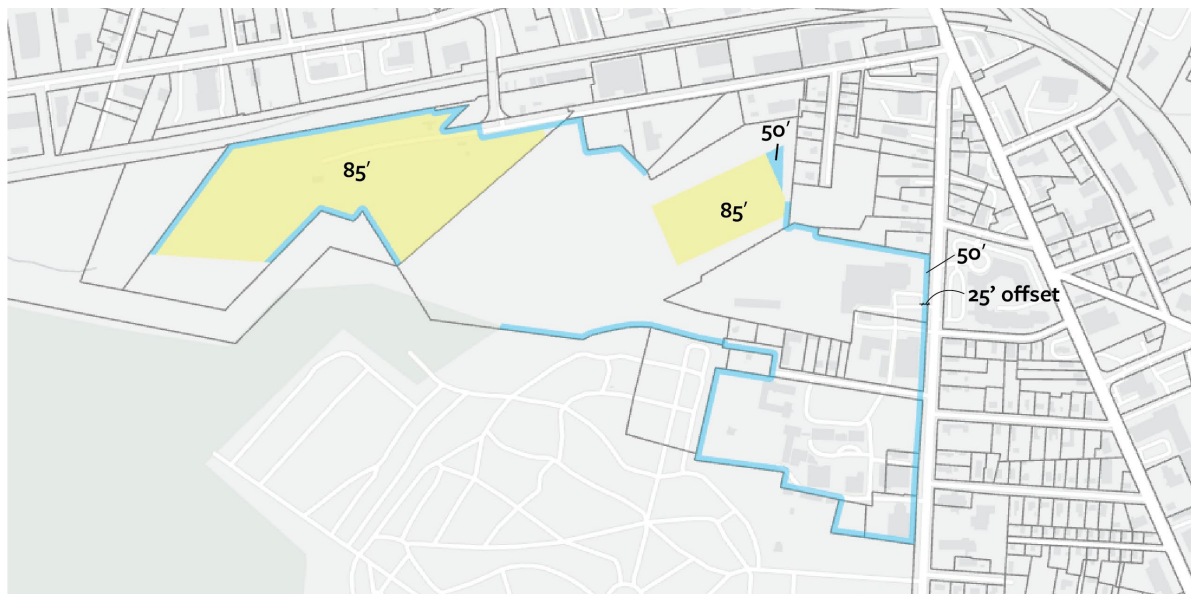


FIGURE 8-I: MAXIMUM BUILDING HEIGHTS



- phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
- 2. Parking.** Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wise analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievement and data contained in the TDM Plan.

F. Environment. All new buildings and parking facilities proposed by UNE shall integrate with the surrounding context to allow connectivity amongst open space, pedestrian networks, and the Evergreen Cemetery, and to protect the critical natural resources associated with the Capisic Brook watershed. The Planning Board may approve a reduction of the setback requirement for a new building to the least amount necessary to achieve the goals of the development and minimize overall impacts, provided that the setback is not reduced to less than 40 feet.

G. Mitigation measures

- 1.** Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
- 2.** Impacts to natural resources shall be mitigated in accordance with local, state, and federal permitting standards in effect at the time.

H. Design

- 1.** All new development shall be designed to create a cohesive campus character.
- 2.** New buildings shall be designed with building entrance(s) and principle facades oriented towards existing campus buildings, open space, streets, and pedestrian pathways.
- 3.** New buildings will minimize visual impact of service areas, loading docks, and utility structures.
- 4.** All new development shall provide a variety of open spaces that are integrated into the existing campus.
- 5.** All new development shall provide adequate lighting for clear visibility at streets, pedestrian pathways, building entries, and parking areas. All lighting shall be compliant with UNE's lighting plan, which is included in the IDP.
- 6.** All signage shall be compliant with UNE's signage design standards, which are included in the IDP.

I. Neighborhood integration

- 1.** For the purposed of keeping surrounding residential areas appraised of its future development plans, and to address any neighborhood issues related to the operations of the UNE campus, UNE shall adhere to the ongoing neighborhood engagement principles identified in the IDP.
- 2.** Ongoing community engagement shall be conducted, including the continuation of posting project update's on UNE's Campus Planning web page and the creation of a dedicated email address for neighbor

communications with UNE's Planning Department.

3. UNE shall conduct annual neighborhood outreach through neighborhood meeting(s), to be hosted on campus, and shall provide the Planning Authority with a copy of the neighborhood notice and a record of participants, content, and feedback as described in Section 13.5.5(C).
4. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.

8.4 ISLAND TRANSFER STATION OVERLAY

8.4.1 Purpose

The purpose of the Island Transfer Station Overlay Zone is to establish a location for a transfer station for municipal solid waste and municipal public works activities. This zone shall be established through a conditional rezoning process in order to ensure the imposition of appropriate conditions for the protection of neighboring properties.

8.4.2 Permitted uses

- A. Municipal solid waste facilities, including compactors and storage bins, provided that the compactor shall be located within a fully enclosed structure.
- B. Recycling facilities, provided that all recycling areas shall be buffered and screened from neighboring properties.
- C. Municipal garages, material storage, and parking for vehicles.
- D. Maintenance of municipal vehicles and equipment.
- E. Minor wind energy systems co-located with public industrial or utility facilities, subject to

the applicable standards within Article 6.

8.4.3 Conditions

Requirements for setbacks and any operational limitations shall be established as part of the conditional rezoning process.

8.5 PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

8.5.1 Purpose and applicability

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-HJ), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section.

8.5.2 Use restrictions

- A. Within the PAD Overlay Zone, a minimum of 75% of the street level frontage, measured as a percentage of total building length excluding areas of vehicular and pedestrian egress, and any mechanical or electrical equipment rooms servicing the building, shall consist of the uses specified below. Such uses shall occupy a minimum of 40 feet in depth, measured from the street facing façade of the building.
 1. Bars
 2. Cultural facilities
 3. General services
 4. Governmental uses
 5. Hotels
 6. Low-impact industrial, provided that only retail sales of products produced on site, or eating and drinking areas shall be

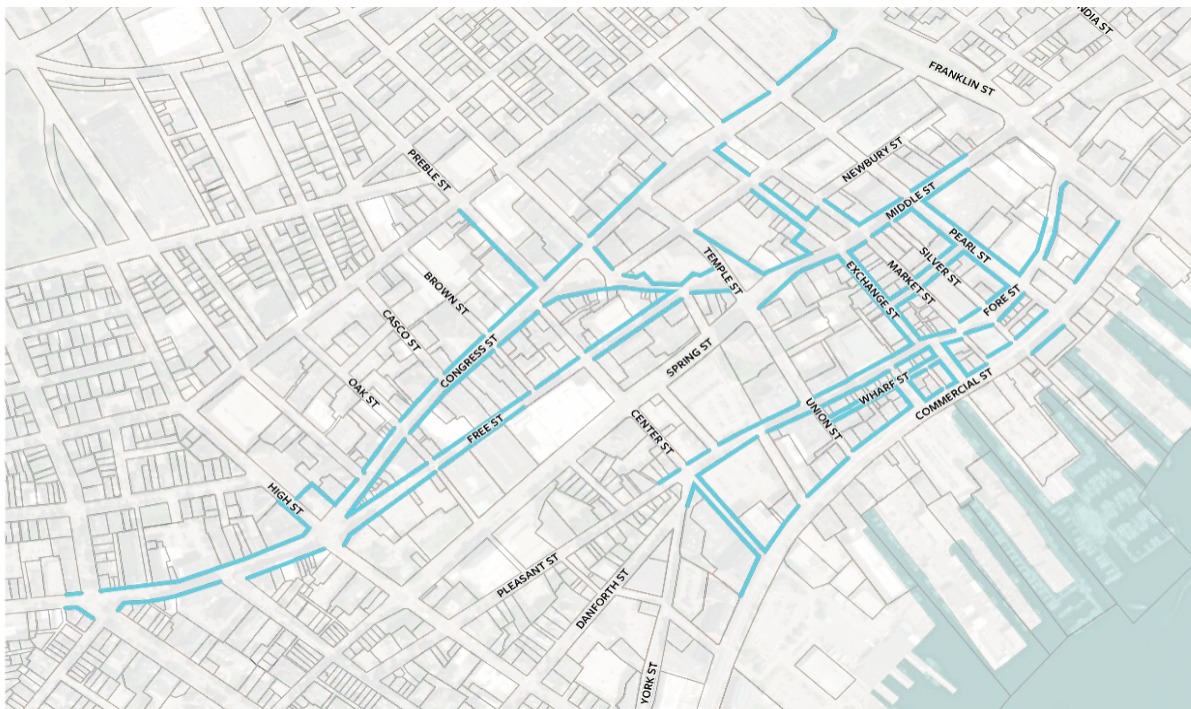


FIGURE 8-JH: PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

- located within the required active use area.
- 7.** Restaurants, including food preparation areas visually oriented toward the street.
- 8.** Retail
- 9.** Specialty food services, provided that only retail sales of products produced on site, or eating and drinking areas shall be located within the required active use area.
- 10.** Studios for artists and craftspeople.
- 11.** Theaters and performance halls, provided that only ticket and refreshment sales, lobbies, lounges and entrances shall be located within the required active use area.
- 12.** Other uses may be allowed, provided the applicant can demonstrate to the Building Authority that the proposed use is substantially similar to a use listed above and will generate pedestrian interest and activity.

- B.** First floor windows shall be transparent with uses visible from the public right-of-way.
- C.** For buildings that have frontage on more than one street located within the PAD overlay zone, the above requirements apply to each frontage. In no event shall any required active use area be used for storage or service entrances, including loading docks, dumpsters and compactors, except as provided in Subsection 8.5.4.

8.5.3 Conditional uses

Any use permitted in the B-3 zone may be authorized as a conditional use subject to the floor area and transparency requirements of Subsection 8.5.2, provided that the Planning Authority shall be substituted for the Board of Appeals as the reviewing authority. Such uses shall meet the general conditional use standards of Section 6.5.2, and the following conditions and standards:

- A.** The applicant shall prove by competent evidence (including but not limited to reliable documentation of advertising, real estate brokerage efforts, and other sales mechanisms) that the space has been actively marketed, and, in the case of new construction, available for permitted uses in the PAD Overlay Zone for a period of six months and that it has been unable to market the space for a permitted use in accordance with Subsection 8.5.2.
- B.** The Planning Authority may impose reasonable conditions concerning the design, appearance, use, and extent of use of the space along the street frontage to ensure maximum pedestrian compatibility and interest.
- C.** Notwithstanding the above, the Planning Authority may authorize a reduction in the percentage of required ground floor pedestrian-oriented uses where the physical limitations of an existing building so require. Any such reduction shall be the least necessary to provide relief and shall include mitigating design factors.

8.5.4 Exceptions

For buildings that have 40 feet or less of frontage on a street within the PAD Overlay Zone, the ground floor area requirements for permitted uses under Subsection 8.5.2 shall be reduced to 50% of the frontage where required to accommodate a service entrance. For buildings that have frontage on more than one street located within a PAD Overlay Zone, only one such frontage shall be permitted to reduce the required active use area to 50% of the frontage.

8.6 UNIVERSITY OF SOUTHERN MAINE OVERLAY

8.6.1 Purpose

The intention of the University of Southern Maine Overlay Zone is to establish an overlay zone in which an existing university campus can be continued and reasonably expanded within defined boundaries, in addition to those uses permitted in the underlying zone or zones. The purpose of this section is to recognize the unique qualities of a university campus while at the same time protecting the value and integrity of established neighborhoods.

8.6.2 Location and applicability

The University of Southern Maine Overlay Zone is intended to encompass and define the University of Southern Maine campus west of Forest Avenue. Properties in the University of Southern Maine Overlay Zone shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by this section.

8.6.3 Permitted uses

- A.** In addition to the permitted uses allowed in the underlying zones and notwithstanding anything to the contrary in the use regulations for the underlying zones, post-secondary schools and university uses are permitted in the University of Southern Maine Overlay Zone, including, but not limited to:
 - 1.** Classrooms.
 - 2.** Laboratory and research facilities.
 - 3.** Student unions.
 - 4.** Dining halls.
 - 5.** Bookstores.
 - 6.** Auditoriums.
 - 7.** Concert and lecture halls.



OVERLAY ZONES

8. Gymnasiums.
 9. Libraries.
 10. Outdoor use areas, such as “quads”, greens, parks, gardens, art installations, and other active and passive noncommercial recreation spaces.
 11. Faculty and student housing.
 12. Parking lots and garages.
 13. Community meeting spaces.
 14. Administrative and faculty offices.
 15. Transportation facilities.
 16. Maintenance facilities.
 17. Utility buildings.
 18. Student health services.
 19. Daycare facilities, nursery schools, and kindergartens.
 20. Other buildings, structures and uses customarily incidental to a university.
- B.** On lots fronting on Chamberlain Avenue and Exeter Street, university uses shall be limited to faculty housing, graduate student housing, faculty offices, and administrative offices.

8.6.4 Conditional uses

The following uses are permitted as provided in Section 6.5:

- A.** Minor wind energy systems, subject to the standards of subsection 6.4.41.

8.6.5 Dimensional requirements

University buildings and structures shall be subject to the dimensional requirements of the underlying zone, except as follows:

- A. Minimum setbacks.** Minimum setbacks shall be the same as in the underlying zone, except as shown on the University Campus Overlay Setback Map, incorporated herein by reference. Side and rear setbacks shall not be required

between buildings on contiguous lots owned by the university on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.

- B. Maximum building height.** Maximum building height shall be the same as in the underlying zone, except as shown on the University Campus Overlay Height Map, incorporated herein by reference.
- C. Minimum building height.** All new freestanding buildings in height zone B and height zone C must be built to a height of at least 35 feet or designed and constructed so that they can be expanded to 35 feet or higher. As used in this paragraph, the term “new freestanding building” means any building which is not an addition to or expansion of a building which existed on the date of enactment of the University of Southern Maine Overlay Zone. Minimum building height provisions shall not apply to maintenance facilities, utility buildings, information kiosks, additions to and/or relocations of designated historic structures, and transportation facilities, including bus shelters, parking attendant booths, and other similar structures.
- D. Maximum impervious surface ratio.** A maximum of 66% of the total land area within the University of Southern Maine Overlay Zone, exclusive of public streets, shall be impervious.
- E. Maximum coverage by buildings.** 40% of the total land area within the University of Southern Maine Overlay Zone, exclusive of public streets, shall be covered by building footprint.

8.6.6 Parking

The amount of parking required for any university building or building addition shall be determined by the Planning Board during site plan review, based on an analysis of campus-wide parking demand and supply, pursuant to a comprehensive university parking management plan, and treating all contiguous land (including land on opposite sides of the street) owned by the university as one lot. In determining the amount of parking required for any university building, the Planning Board may take into account factors such as:

- A.** The availability of off-campus parking and shuttle transportation to and from such off-campus facilities.
- B.** The ratio of commuter students to resident students.
- C.** The use of centrally located on-campus parking facilities so situated that students, faculty, staff and visitors arriving on campus can reasonably be expected to park in the central facilities and walk to their various on-campus destinations during the course of a school day.
- D.** Shared use of a single parking facility by two or more buildings when the peak parking demand period for such buildings do not overlap.
- E.** Development and implementation of a parking management plan which discourages on-street parking. On-street parking shall not be used to satisfy the university's parking demand.
- F.** Development and implementation of programs designed to reduce the number of automobiles parking on campus, such as ride share programs and incentives for use of bicycles and public transportation.

8.6.7 Loading

The amount of loading area required for any university building shall be determined by the Planning Board during site plan review, based on a campus-wide analysis, treating all contiguous lots owned by the university as one lot. In determining the amount of loading space required for any university building, the Planning Board may take into account factors such as:

- A.** The use of centrally located on-campus loading facilities so situated that vehicles making deliveries can load and unload in the central facilities, provided no single location is overburdened with loading facilities.
- B.** Shared use of a single loading facility by two or more buildings.
- C.** Impacts of the loading area on adjacent uses outside the University of Southern Maine Overlay Zone.

8.6.8 Signage

Signs shall comply with the requirements of Article 19, except as those regulations are modified or augmented below:

- A.** Signs shall be designed in accordance with signage standards promulgated by the university, providing for a unified and ADA-compliant campus-wide system for identification, orientation, and regulatory signage.
- B.** Banners are allowed as follows:
 - 1.** Generic banners containing the logo and colors of the university, used for decorative purposes.
 - 2.** Banners used for advertising university events, which can be displayed for a maximum of four weeks prior to and one week following the event.



8.6.9 Design principles and standards

All development in the University of Southern Maine Overlay Zone is subject to the requirements contained within the City of Portland *Design Manual*.

8.7 WAYNFLETE SCHOOL OVERLAY

8.7.1 Purpose

The intent of this section is to establish a Waynflete School Overlay Zone which protects the value and integrity of established residential neighborhoods, establishes clearly defined boundaries beyond which residential conversions cannot occur and results in no net loss of dwelling units, while allowing Waynflete School, an existing private day school, to continue and reasonably augment its existing uses and programs, thereby maintaining compatible development at medium densities appropriate to the existing neighborhood patterns. As used in this section, the term “Waynflete School” includes any successor institution that operates as a private day school.

8.7.2 Location and applicability

The Waynflete School Overlay Zone, as shown on the zoning map, is intended to encompass and define Waynflete School’s principal campus on the Portland peninsula. Properties in the Waynflete School Overlay Zone shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by this section.

8.7.3 Subdistricts

The Waynflete School Overlay Zone consists of two subdistricts. Except where otherwise specified in this Section 8.7, all provisions of this Waynflete School Overlay Zone apply in both subdistricts. The subdistricts, as shown on the Waynflete School

Overlay Zone subdistrict map, incorporated herein by reference, are as follows:

- A. The Campus Core subdistrict defines the interior core of the campus and is intended to allow compact development of school uses, with specific space and bulk regulations designed to accommodate school uses.
- B. The Campus Edge subdistrict is intended to preserve residential character along the streets bordering the campus by limiting the amount of residential space which can be converted to school uses, by maintaining a number of dwelling units within the subdistrict which equals the number of dwelling units existing in the subdistrict at the time of enactment of this Overlay Zone, and by encouraging mixed-use buildings along the street frontages. The space and bulk regulations of the RN-3 zone continue to apply within the Campus Edge subdistrict.

8.7.4 Permitted uses

In addition to the permitted uses allowed in the underlying zones and notwithstanding anything to the contrary in the use regulations for the underlying zones, the following uses are permitted in the Waynflete School Overlay Zone:

- A. **School uses.** Elementary, middle and secondary school uses including, but not limited to, the following:
 - 1. Classrooms.
 - 2. Laboratory facilities.
 - 3. Dining halls.
 - 4. Auditoriums.
 - 5. Concert and lecture halls.
 - 6. Gymnasiums.
 - 7. Libraries.
 - 8. Outdoor use areas, such as “quads”, greens, parks, gardens, art installations, and

other active and passive recreation spaces.

9. Parking lots and structures.
10. Community meeting spaces.
11. Administrative and faculty offices.
12. Transportation facilities.
13. Maintenance facilities.
14. Utility buildings.
15. Student health services.
16. Bookstores.
17. Accessory uses which are customarily incidental and subordinate to the location, function and operation of a private day school.

- B. Residential uses.** Faculty or staff housing, which shall be considered a residential use, and not a school use, for all purposes under this overlay zone.

8.7.5 Prohibited uses

- A. Boarding schools.
- B. Dormitories.

8.7.6 Residential conversions prohibited

- A. Conversions of existing residential buildings within the Waynflete School Overlay zone shall be prohibited.
- B. The existing houses at 11 Fletcher Street, 3 Storer Street, 305 Danforth Street, and 299 Danforth Street shall not be relocated from their locations existing as of January 20, 2010. This provision shall not apply to garages.
- C. At no time shall the number of dwelling units within the Waynflete School Overlay Zone be reduced below four (the number existing at the time of enactment of this Overlay Zone).

8.7.7 Dimensional requirements

Buildings and structures in the Waynflete School Overlay Zone shall be subject to the applicable dimensional requirements of the underlying zones, except as follows:

- A. Minimum setbacks shall be the same as in the underlying zone, except that side and rear setbacks shall not be required between buildings on contiguous lots owned or occupied by Waynflete School on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required yard dimensions in the underlying zones are provided.
- B. Minimum street frontage shall be the same as in the underlying zone, except that all the land within the Waynflete School Overlay Zone owned or occupied by Waynflete School shall be considered a single lot for the purpose of complying with minimum street frontage.
- C. Maximum coverage by buildings shall be the same as in the underlying zone, except that in the Campus Core subdistrict the maximum coverage by buildings shall be 40% and all the land within the Campus Core subdistrict owned or occupied by Waynflete School shall be considered a single lot for the purpose of calculating maximum coverage by buildings.

8.7.8 Parking

The amount of parking required for any change of use, new building, or building addition within the zone shall be determined during site plan review, based on an analysis of school-wide demand and supply, pursuant to a comprehensive school-wide Transportation Demand Management Plan (TDM), and treating all land owned by Waynflete School within the Waynflete School Overlay Zone as one



lot. Any existing parking management or TDM plan approved as part of a previous approval shall remain in effect until revised or updated pursuant to this section. In determining the amount of parking required for any building within the Waynflete School Overlay Zone, the Planning Authority or the Planning Board may take into account factors such as:

- A.** The use of centrally located on-campus parking facilities so situated that students, faculty, staff and visitors arriving on campus can reasonably be expected to park in the central facilities and walk to their various on-campus destinations during the course of a school day.
- B.** Shared use of a single parking facility by two or more buildings when the peak parking demand periods for such buildings do not overlap.
- C.** Development and implementation of a parking management plan which discourages on-street parking.
- D.** Development and implementation of a TDM plan subject to the review and approval of the Planning Authority or the Planning Board. The TDM plan shall employ elements such as public transit initiatives, parking cash-out, car sharing, car and van pooling incentives, provision of bicycle and pedestrian commuting accommodations, guaranteed ride home programs, employee surveys, newsletters, alternative transportation information sharing, and other such strategies that reduce single occupancy vehicle trips to and from Waynflete school. Waynflete School shall follow the standards and guidelines for developing a TDM plan found in the TDM section of the City of Portland *Technical Manual*.

8.7.9 Loading

The amount of loading area required for any building within the Waynflete School Overlay Zone shall be determined by the Planning Board during site plan review, based on a campus-wide analysis, treating all land owned by Waynflete School within the Waynflete School Overlay Zone as one lot. In determining the amount of loading space required for any building within the Waynflete School Overlay zone, the Planning Board may take into account factors such as:

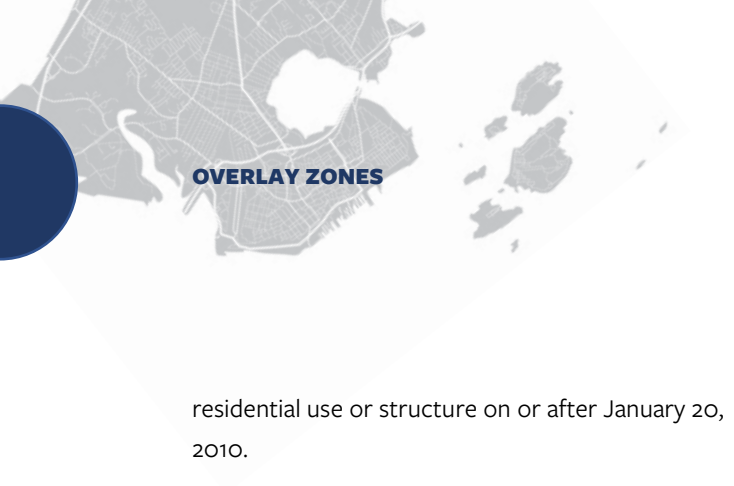
- A.** The use of centrally located on-campus loading facilities so situated that vehicles making deliveries can load and unload in central facilities, provided no single location is overburdened with loading facilities.
- B.** Shared use of a single loading facility by two or more buildings.
- C.** Impacts of the loading area on adjacent uses outside the Waynflete School Overlay Zone.

8.7.10 Signage

Signs shall comply with the requirements of Article 19.

8.7.11 Restrictions

Notwithstanding the conditional use provisions for institutional uses within the RN-3 or RN-5 zones, Waynflete School cannot locate a school use listed in Subsection 8.7.4 on any lot in the RN-3 or RN-5 zones outside the boundaries of the Waynflete School Overlay Zone that was occupied by a residential use or structure on or after January 20, 2010. This restriction does not prevent Waynflete School from seeking a conditional use permit for a school use, where otherwise allowed by the zoning regulations, on lots outside the Waynflete School Overlay Zone that were not occupied by a



residential use or structure on or after January 20, 2010.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - UNE IOZ-IDP: Jack Soley Wins - Portland and Sustainability Loses

1 message

George Rheault <george.rheault@gmail.com>

Mon, Feb 24, 2025 at 11:05 AM

Reply-To: george.rheault@gmail.com

 To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, jmy
 <jmy@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, nkypfer@portlandmaine.gov

The decades-long battle to keep UNE's Portland campus from being a real community by stopping its organic growth opportunities has reached a high-point with the "horse-is-already-out-of-the-barn" IOZ-IDP process.

See attachment and link below to learn about the completely unnecessary 3-mile UNE commute that Portland's planning staff have helped bring into being with the full collaboration of the Planning Board.

Portland's short-sighted failure to do all it can to encourage on-campus housing here is a big mistake. Instead of a dynamic and healthy 24-7 campus environment, Portland just doubles-down on congestion and commuter hell and campus facilities that lie dormant much of the time. And of course, well-connected developers like Soley reap the benefits while the crowded Portland-Westbrook corridor suffers all the externalities.

With the Trump administration's full-bore attack over the next 4 years on urban areas including trying to strike at the heart of the "meds and eds" economies that such places have tried to cultivate, UNE is unlikely to ever be able to afford housing investments to make its Portland campus a real urban amenity and contribute meaningfully to a healthy Deering Center community.

Please stamp the IOZ-IDP documents with a big "TOO LITTLE - TOO LATE" label on every page...

UNE signs full building lease for Westbrook apartment building | MaineBiz.biz

<https://www.mainebiz.biz/article/une-signs-full-building-lease-for-westbrook-apartment-building>


MaineBiz - November 2024 - UNE off-campus housing - Soley Opportunity Fund Project.pdf

999K

Att. A

August 14, 2024



Kevin Kraft, Director of Planning and Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

Re: University of New England
Application for Text and Map Amendment

Dear Kevin:

Woodard & Curran is pleased to submit this application for a text and map amendment on behalf of the University of New England (UNE). This application includes: 1) a text amendment to adopt the Regulatory Framework for the proposed UNE Institutional Overlay Zone (IOZ); and 2) a map amendment to change the underlying zoning of the UNE properties to B-2 Community Business with an IOZ overlay.

The City of Portland's Land Use Code includes a provision for the city's five major medical and higher education campuses to create an IOZ designation to facilitate a consistent, predictable, and clear growth management process. Consistent with that purpose, UNE is seeking to create a UNE IOZ to accommodate the development and growth of their campus.

UNE began pursuing the IOZ process in 2021 and has had meetings with Planning and other City staff, as well as neighborhood groups and members of the public, to develop its Institutional Development Plan (IDP). The IDP identifies and addresses anticipated long-term institutional needs to support UNE's continued ability to adapt and grow alongside changes in education and technology. The IDP and corresponding Regulatory Framework have been thoughtfully developed to balance the needs of the institution with the needs of the surrounding neighborhood and wider community.

As part of the IOZ process, UNE will simultaneously seek to change the underlying zoning of the campus to B-2 Community Business. The current underlying zoning on campus includes R-3, R-5, I-H, I-M, and B-2. Changing the underlying zoning entirely to B-2 will more accurately reflect the current uses within the campus and complement the surrounding zoning.

Thank you for your consideration. We look forward to working with you.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in blue ink that reads "Caitlin Suhr".

Caitlin Suhr, PE
Project Manager

CITY OF PORTLAND
Planning & Urban Development Department

Att. B

MAP AND TEXT AMENDMENT SUBMISSION CHECKLIST	
* Please submit each document <u>and</u> drawing as a separate PDF file * Please submit all drawings in a <u>24 x 36 sheet size</u> * Please confirm each item by electronically checking the boxes to the left for each document/drawing	
GENERAL APPLICATION DOCUMENTS	
☒	Project Description Cover Letter with detailed project description
☒	Consistency with Comprehensive Plan (Please see page 21 of IDP document) Analysis of the consistency of the zone change request with the goals, policies and land use plan of Portland's Comprehensive Plan.
☒	Proposed Text Amendment (Please see Regulatory Framework) Provide proposed language for text amendment(s) and cite the relevant sections to be revised in the Land Use code.
☒	Completed Checklist – Map and Text Amendment Application (this document)
☒	Right, Title and Interest Deeds, leases, or purchase and sales agreements
PLANS	
☒	Vicinity Map
☒	Proposed Map Amendment (please use the Portland zoning map as a reference)
☐	Site Plan (if applicable) On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries.

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, ROSEMARY S. KIMBALL, of Yarmouth, County of Cumberland, and State of Maine, for consideration paid, GRANT to the UNIVERSITY OF NEW ENGLAND a non-profit corporation organized and existing under the laws of the State of Maine, the mailing address of which is 11 Hills Beach Road, Biddeford, Maine 04005-9599, with WARRANTY COVENANTS, certain real estate located in Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

This conveyance is made SUBJECT, HOWEVER, to real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

WITNESS my hand and seal this 28th day of February, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Rosemary S. Kimball
Rosemary S. Kimball

STATE OF MAINE
County of Cumberland, SS.

February 28, 2006

Then personally appeared the above-named ROSEMARY S. KIMBALL and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Brianna Adams
Notary Public/Maine Attorney-at-Law
Printed Name: Brianna Adams

MAINE REAL ESTATE TAX PAID

Exhibit A

A certain lot of parcel of land, with the buildings and improvements thereon, situated on the northerly side of College Street, in the City of Portland, County of Cumberland, State of Maine and bounded and described as follows:

Beginning at a certain point on said College Street where the northerly line of said street is intersected by the extension southerly of a line passing through the middle division wall of a certain double house (the easterly part of which stands upon the premises hereby conveyed); thence northerly by said middle division wall and said wall extended to land now or formerly of the Portland Street Railroad Company; thence easterly by said land of said Railroad Company to land formerly of C. A. Hayden; thence southerly by said Hayden land to said College Street; thence westerly by said College Street to the point of beginning.

Being the same premises acquired by the Grantor and Paul J. Kimball (as joint tenants and not as tenants in common) by Warranty Deed dated January 29, 1987 and recorded in the Cumberland County Registry of Deeds in Book 7620 and Page 201. Paul J. Kimball died March 16, 1993, and his probate is located in the Cumberland County Probate Court, Docket # 93-399.

Received
Recorded Register of Deeds
Mar 01:2006 01:01:20P
Cumberland County
John B O'Brien

QUITCLAIM DEED

THE STATE OF MAINE DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT successor in interest to the STATE OF MAINE, acting by and through the Acting Adjutant General pursuant to 37-B M.R.S.A. § 264, (the "Grantor"), FOR CONSIDERATION PAID, grants to the **UNIVERSITY OF NEW ENGLAND**, a Maine non-profit corporation, whose mailing address is 716 Stevens Avenue Portland, ME 04103 (the "Grantee"), certain real property, together with any improvements thereon, located at 760-780 Stevens Avenue, in the City of Portland, County of Cumberland and State of Maine, more particularly describes as follows:

A certain lot or parcel of land with the buildings thereon situated on the westerly side of Stevens Avenue in the City of Portland in said County of Cumberland and State of Maine, being the same premises conveyed by Elizur B. Forbes to Portland and Forest Avenue Rail Road Company by deed dated March 22, 1864, and recorded in Cumberland County Registry of Deeds in Book 326, Page 212, in which deed said premises were bounded as follows:

"A certain parcel of land fronting on the principal street at Stevens's Plains in Westbrook aforesaid, bounded as follows; beginning on said street at the southeast corner of land formerly of Jeremiah Beedle, now of Woodbury Polleys; thence running North sixty-four and a half degrees West five hundred seven and a half feet; thence North twenty-five and a half degrees East, thirty three feet; thence North sixty-three degrees West one hundred twenty-five feet; thence South seventy-five degrees forty-five minutes West seven hundred twenty feet; thence South sixty-four degrees east nine hundred ten and a half feet; thence North twenty and a quarter degrees east one hundred forty and a half feet; thence South sixty-six and a half degrees east, three hundred twenty four feet to the street or Stevens's Plains road before mentioned; thence North (by the line of the Street) nineteen degrees and three quarters east, two hundred ninety feet to the place of beginning - estimated to contain about nine and one quarter acres."

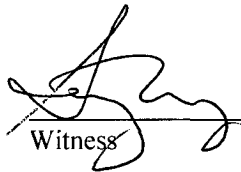
Meaning and intending to convey the same premises delineated on the Plan of Property in Portland, Maine made for the Adjutant General, Augusta, Maine prepared by H.I. & E.C. Jordan dated August 22, 1958.

For Grantor's source of title see: Warranty Deed from Portland Rail Road Company to the State of Maine dated October 14, 1940 and recorded at the York County Registry of Deeds in Book 1619, Page 299.

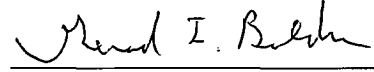
MAINE REAL ESTATE TAX PAID

By his signature hereon, the Acting Adjutant General certifies that the premises being conveyed in compliance with 37-B MRSA § 264, Section 6, Subsection 5 constitutes the Portland Armory, that he has designated an officer to inspect the premises, that he has determined the property to be unfit for military use, and has condemned the premises and furthermore that the premises are not being sold for less than appraised value as determined by a person licensed as a real estate appraiser under Title 32, chapter 123 and that the State of Maine Department of Defense, Veterans and Emergency Management is the successor in interest to the State Military Defense Commission of the State of Maine.

IN WITNESS WHEREOF, the State of Maine has caused this instrument to be executed in its name by Brigadier General Gerard F. Bolduc in his capacity as the Acting Adjutant General of the Maine National Guard, pursuant to 37-B M.R.S.A. § 264, this 11 day of June, 2015.

 JA.
Witness

STATE OF MAINE

By: 

Gerard F. Bolduc
Brigadier General, The Acting Adjutant General

State of Maine
County of Kennebec, ss

June 11, 2015

The personally appeared the above-named Brigadier General Gerard F. Bolduc, The Acting Adjutant General of the Maine National Guard, and acknowledged the foregoing instrument to be his free act and deed and, pursuant to authorization of the Maine Legislature as found in 37-B M.R.S.A. § 264, the free act and deed of the State of Maine.

Before me,



Notary Public/Attorney-at-Law

Commission Expires:

Print Name: STACY M. BRADBURY

under authority of
37-B MRSA 390-C.
ATTORNEY AT LAW

Received
Recorded Register of Deeds
Jun 17, 2015 08:54:11A
Cumberland County
Nancy A. Lane

WARRANTY DEED

Statutory Short Form

DLN: 1002440278302

KNOW ALL BY THESE PRESENTS, That **WJN Property Management, LLC**, a Maine Limited Liability Company, whose mailing address is 381 Falmouth Road, Falmouth, ME 04105, for consideration paid, grant to the **University of New England**, a Maine non-profit corporation with an address of 11 Hills Beach Road, Biddeford, ME 04005, with Warranty Covenants, the real property in the City of Portland, County of Cumberland and State of Maine, more particularly described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on Stevens Avenue, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side line of Stevens Avenue at the northeasterly corner of land of the Stevens Avenue Congregational Church; thence North 68° West by said Church property and property formerly of the Portland Street Railway Company, two hundred sixty and four tenths (260.4) feet to a post; thence North 23° 36' East by said Portland Street Railway Company land ninety-two (92) feet to a post; thence South 59° 19' East by the fence one hundred twelve and forty-seven hundredths (112.47) feet to a post; thence South 61° 35' East one hundred forty-six and twenty-four hundredths (146.24) feet to the westerly side of Stevens Avenue; thence South 20° 45' West fifty-eight and fifty-five hundredths (58.55) feet to said westerly side line of Stevens Avenue to the point of beginning.

Including herewith,

- a. Any and all appurtenant rights, easements, rights of way, permits and approvals; and
- b. Any and all improvements located on, under or above the above -described Real Property.

Meaning and intending to convey and conveying the real property described in a deed to WJN Property Management, LLC dated August 24, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37103, Page 32.

Witness my duly authorized hand and seal this 27th day of June, 2024.

Witness:

WJN Property Management, LLC



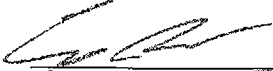
Weston Nolan, Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

June 27, 2024
~~April 26, 2022~~

Personally appeared on the above date, the above-named Weston Nolan, Manager of WJN Property Management, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,


~~Notary Public~~ Attorney at Law
Print name: *Cary McCullen*
Exp: ~~_____~~ *Bar No. 665969*

SHORT FORM WARRANTY DEED

Saltz Associates, LLC, a Maine limited liability company of Portland, Maine ("Grantor"), for consideration paid, grants to University of New England, a Maine nonprofit corporation with a mailing address of 716 Stevens Avenue, Portland, ME 04103 ("Grantee") WITH WARRANTY COVENANTS, certain real property, together with any improvements thereon, located in the City of Portland, County of Cumberland, and State of Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Being the same premises conveyed to the Grantor by Warranty Deed from Barry C. Saltz and Jeffrey I. Saltz dated October 20, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16999, Page 56.

IN WITNESS WHEREOF Saltz Associates, LLC has caused this instrument to be executed by Barry C. Saltz its Manager, thereunto duly authorized, this 25 day of September, 2013.

WITNESS:

John Norton

Print Name:

SALTZ ASSOCIATES, LLC

By:

Name: BARRY SALTZ
Its Manager

State of Maine

County of Cumberland, ss.

Date: September 25, 2013

PERSONALLY APPEARED the above-named Barry Saltz, Manager of Saltz Associates, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Cathy Morrison

Notary Public

Print Name: Cathy Morrison

Commission Expires: 10/18/15

SEAL

MAINE REAL ESTATE TAX PAID

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in said Portland, in that part formerly Deering, on the Westerly side of Stevens Avenue, formerly called Stevens Plains Avenue, near Morrill's Corner, and bounded and described as follows:

Beginning at a stake on said Westerly side of Stevens Avenue, at the Northeasterly corner of the lot of land conveyed by The City of Portland to Ralph F. Goodhue by deed dated March 30, 1906, and recorded in the Cumberland County Registry of Deeds in Book 843, Page 431, formerly known as the School House Lot, said stake being distant Southerly along said Westerly side of Stevens Avenue Forty-One and Eight Hundredths (41.08) feet from a stone monument marking an angle in said Westerly line of Stevens Avenue; thence by said land now or formerly of said Goodhue on a course of N 69° 07' W One Hundred Eighty-Three and Forty-Five Hundredths (183.45) feet, more or less, to the lot of land conveyed by George H. Bangs to Elizabeth Hodgdon by deed dated September 20, 1900, and recorded by said Registry of Deeds, in Book 699, Page 24; thence by said land now or formerly of said Hodgdon on a course of N 26° 41' E Ninety-Five and Eighty-Five Hundredths (95.85) feet, more or less, to the lot of land conveyed by Nancy Kimball Roberts to Alice M. Winslow by deed dated December 19, 1913, and recorded in said Registry of Deeds in Book 922, Page 419, formerly belonging to Storer Libby; and thence by said land now or formerly of said Winslow on a course of S 60° 01' E One Hundred Seventy-Seven (177) feet, more or less, to the Westerly side of Stevens Avenue; thence by said Westerly side of Stevens Avenue, on a course of S 21° 10' W Twenty-Six and Twenty-Four Hundredths (26.24) feet to said stone monument marking an angle in said Avenue; and thence by said Westerly side of said Stevens Avenue on a course of S 22° 00' W Forty-One and Eight Hundredths (41.08) feet to the point of beginning. Said above mentioned courses being magnetic and of the date of 1942.

ALSO ANOTHER certain lot or parcel of land situated in said Portland, in that part formerly Deering, and bounded and described as follows:

Beginning at a stake in the rear of Stevens Avenue, on the line of land now or formerly of George C. Roberts, at the Northwesterly corner of the lot of land conveyed by the City of Portland to Ralph F. Goodhue by the deed above mentioned recorded in Book 843, Page 431, which lot of land was formerly known as the Morrills School House Lot; thence running Northerly by the line of said land now or formerly of said Roberts One Hundred Seven (107) feet, more or less, to a stake in the line of said Roberts land; thence running Easterly by the line of said Roberts land Sixty-Five (65) feet to a stake at the Northwesterly corner of the lot of land conveyed by Cora B. Roberts to one Christy E. Chandler by deed dated October 12, 1942, and recorded in said Registry of Deeds in Book 1693, Page 352; thence running Southerly by the Westerly line of said land conveyed by said Cora B. Roberts to said Christy E. Chandler, Ninety-Five and One-half (95 ½) feet, more or less, to the Northerly line of said land conveyed to said Goodhue, formerly said School House Lot, at a point distant Sixty-Five (65) feet Easterly from the point begun there; and thence running Westerly by the line of said Goodhue land, formerly of said School House Lot 65 feet to the point of beginning.

Received
Recorded Register of Deeds
Oct 03, 2013 02:29:19P
Cumberland County
Pamela E. Lovley

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, that **DELTA REALTY LLC**, a Maine limited liability company ("Grantor"), having a mailing address of 380 Warren Avenue, Portland, Maine 04103, for consideration paid, hereby grants to the **UNIVERSITY OF NEW ENGLAND**, a Maine non-profit corporation ("Grantee"), having a mailing address of 11 Hills Beach Road, Biddeford, Maine 04005, with Quitclaim Covenant, that certain real property located in the City of Portland, Cumberland County, Maine, all more particularly bounded and described as follows:

See Exhibit A attached hereto and made a part hereof.

Meaning and intending to convey the real property described in a Quitclaim Deed to the Grantor herein from Northern Utilities, Inc., dated September 19, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31788, Page 197, subject to the easements and rights granted Northern Utilities, Inc. pursuant to that certain Amended and Restated Gas Easement Deed dated November 9, 2015 and recorded in said Registry of Deeds in Book 32746, Page 142 (amended and restating that certain Gas Easement Deed dated September 19, 2014 and recorded in said Registry of Deeds in Book 31788, Page 200). Subject to current real estate taxes and stormwater fees to the City of Portland, Maine not yet due and payable.

IN WITNESS WHEREOF, DELTA REALTY LLC has caused this instrument to be signed and sealed on June 30, 2016.

DELTA REALTY LLC

J. R. Clark
Witness

By: Andrea Girard
Andrea Girard
Its Manager

State of Maine

County of Cumberland, ss.

June 30, 2016

Personally appeared the above-named Andrea Girard in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

Before me,

L. R. Clough

Notary Public/Maine Attorney at Law

Print Name: Lawrence R. Clough

My Commission Expires:

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated on the easterly side of Forest Avenue, in the City of Portland, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

Beginning on the easterly sideline of Forest Avenue, said point being one hundred forty and two tenths (140.2) feet southerly from the intersection of Read Street and Forest Avenue;

Thence running in an easterly direction one hundred fifty-one and twenty-five hundredths (151.25) feet to Read Street;

Thence running in a southeasterly direction two hundred seventy-eight and thirty-nine hundredths (278.39) feet to a point, said point being the intersection of Read Street and Bell Street;

Thence running in a southerly direction, along the westerly sideline of Bell Street, twenty-one and five tenths (21.5) feet to a point;

Thence in a southwesterly direction and continuing along the westerly sideline of Bell Street, forty and twenty-five hundredths (40.25) feet to a point;

Thence running in a westerly direction seventy-six (76) feet to a point;

Thence, at an interior angle of ninety degrees (90°) from the last mentioned course, running in a northerly direction fifty (50) feet to a point;

Thence, at an exterior angle of ninety degrees (90°) from the last mentioned course, running in a westerly direction two hundred forty-four (244) feet to the easterly sideline of Forest Avenue;

Thence running in a northerly direction, along the easterly sideline of Forest Avenue, two hundred fourteen and fifteen hundredths (214.15) feet to the point begun at.

The Premises are conveyed subject to the rights and easements set forth in that certain Amended and Restated Gas Easement Deed from the Grantor herein dated November 9, 2015 and recorded in said Registry of Deeds in Book 32746, Page 142 (amended and restating that certain Gas Easement Deed dated September 19, 2014 and recorded in said Registry of Deeds in Book 31788, Page 200), pursuant to which, among other things, Northern Utilities, Inc. retained ownership and other rights with respect to certain underground gas pipe lines and related appurtenances located at the Premises.

Received
Recorded Register of Deeds
Jul 01, 2016 09:56:04A
Cumberland County
Nancy A. Lane

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL MEN BY THESE PRESENTS, that **PIKE INDUSTRIES, INC.**, a Delaware corporation with a place of business and mailing address at 58 Main Street, Westbrook, Maine 04092 ("Grantor"), for consideration paid, hereby grants to **UNIVERSITY OF NEW ENGLAND**, a Maine non-profit corporation with a mailing address of 11 Hills Beach Road, Biddeford, Maine 04005 ("Grantee"), with **WARRANTY COVENANTS**, those certain lots or parcels of land, together with any buildings and improvements thereon, situated in Portland, Cumberland County, Maine, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises").

The following restrictions shall run with the land, shall inure to the benefit of the Grantor, and its successors and assigns, and shall be binding upon the Grantee, and its successors and assigns:

1. The Grantee covenants and agrees that the Premises shall not be used for excavation of earth materials, crushing of rock and other materials, production of hot-mix asphalt or other similar products (e.g., cement, ready mix concrete, etc.), storage of earth materials and/or hot-mix, cement or ready-mix products or the sale (retail or wholesale) and distribution of such materials from the Premises or the use of such material or existing processed material unless such excavation and/or use of such materials is for the benefit of the Grantee on the Premises or on contiguous land in common ownership of the Grantee.
2. In the event of a violation of any or all of this restrictive covenant, the Grantor, in addition to all other remedies available to it, may obtain an injunction against the Grantee issued by a court of competent jurisdiction enjoining such breach and shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorney's fees in the enforcement or defense of the restrictions or any of them.

Being parcels 2 and 3 in the deed of Oldcastle Materials, Inc. to Pike Industries, Inc. dated March 20, 2002, and recorded in the Cumberland County Registry of Deeds in Book 17835, Page 301.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and sealed this 28th day of February, 2012.

WITNESS:

PIKE INDUSTRIES, INC.

By: Brian J. Donovan
Print/type name: Brian J. Donovan
Its: Authorized Agent

STATE OF MAINE
CUMBERLAND, ss.

February 28, 2012

Then personally appeared the above named Brian J. Donovan, its Authorized Agent, of Pike Industries, Inc. who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Pike Industries, Inc.

Before me,

Peter J. Van Hemel
~~Notary Public~~ / Maine Attorney-at-Law
Name Printed: Peter J. Van Hemel
My Commission Expires: _____

H:\DOCS\RATTEY\PIKE\UNE 39662\MSFWDEED3.DOC

EXHIBIT A

TRACT 1

A certain lot or parcel of land in the Morrill's Corner region of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Commencing at a point or stake standing on the old southerly line of the Portland & Rochester Railroad, now the Portland Terminal Company, and at a point where the same intersects with land formerly of Franklin M. Purington,

THENCE South $65\frac{3}{4}^{\circ}$ West 108 Rods 15 Links, more or less, to land now owned by the City of Portland;

THENCE North $24\frac{1}{4}^{\circ}$ West 5 Rods 16 Links, more or less, to a stake;

THENCE South $65\frac{3}{4}^{\circ}$ West 34 Rods 9 Links, more or less, to a stake standing on land owned by said City;

THENCE North 11° West 11 Rods 7 Links, more or less, to a stake, standing on land formerly owned by Hiram Sawyer;

THENCE North $61\frac{1}{2}^{\circ}$ East 107 Rods, more or less, to line of said location of Portland & Rochester Railroad;

THENCE by the line of said Railroad on its southerly side as aforesaid $83\frac{1}{4}^{\circ}$ East 38 $\frac{1}{2}$ Rods, more or less, to the place of beginning.

EXCEPTING from the above described premises, the premises conveyed by Adam W. Wilson to City of Portland by deed dated March 25, 1889, and recorded in the Cumberland County Registry of Deeds in Book 556, Page 132; and the premises conveyed by Adam W. Wilson to Boston & Maine Railroad by deed dated April 4, 1907, and recorded in said Registry in Book 803, Page 232, and by deed dated August 5, 1910, and recorded in said Registry in Book 863, Page 137.

TRACT II

Another certain lot or parcel of land situated near Morrill's Corner in that part of Portland that was formerly Deering, in the County of Cumberland and State of Maine, lying adjacent to and lying northwesterly of the above described premises, being bounded and described as follows:

Beginning at the northwesterly corner of land formerly of one Smith, on the southerly side of land formerly of Portland & Rochester Railroad, now the Portland Terminal Company, and running South 62° West 106 Rods to land of Portland Cemetery;

THENCE northwesterly by said Cemetery lot 30 Rods to the Old Kenney lot;

THENCE North 52 1/2° East by said Kenney's lot 49 Rods 2 Links to the Portland Terminal Company railroad land, formerly of the Portland & Rochester Railroad;

THENCE southeasterly by said Portland Terminal Company location 70 Rods to the first mentioned bounds or place of beginning.

EXCEPTING, however, from the above described premises two certain pieces or parcels of land, that first being 200 feet in length by 28 feet in width and lying parallel with the above-mentioned railroad, said parcel being conveyed by F.O.J. Bodge to Boston & Maine Railroad by warranty deed November 20, 1907, and recorded in the Cumberland County Registry of Deeds in Book 817, Page 29; and the second being a strip along a portion of the southeasterly and southwesterly side thereof, being conveyed by Lewis Lumber Co. to Central Maine Power Company by deed dated November 23, 1951, and recorded in said Registry in Book 2067, Page 107.

Both tracts are conveyed subject to the rights acquired for a sewer by the City of Portland by taking dated May 26, 1944, and recorded in the office of the City Clerk of the City of Portland, Maine, in Vol. 66, Page 263.

Also excepting the land described in the deed from Tilcon Minerals, Inc. to the City of Portland dated November 22, 1996, recorded in the Cumberland County Registry of Deeds in Book 12886, Page 212.

The premises are conveyed subject to the following rights and easements:

1. Rights and easements granted by Warren Bros. Roads Co. to Central Maine Power Company by instrument dated June 19, 1952, and recorded in the Cumberland County Registry of Deeds in Book 2097, Page 221.
2. Rights and easements granted by Warren Brothers Roads Company to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated January 27, 1967, and recorded in the Cumberland County Registry of Deeds in Book 2996, Page 102.
3. Rights and easements granted by Warren Brothers Co. to Portland Water District by instrument dated December 15, 1977, and recorded in the Cumberland County Registry of Deeds in Book 4150, Page 72.
4. Rights and easements granted by Warren Bros., a Div. of Ashland-Warren Inc. to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated January 31, 1978, and recorded in the Cumberland County Registry of Deeds in Book 4239, Page 326.
5. Rights and easements granted by Tilcon Minerals, Inc. to the City of Portland by deed dated November 22, 1996, and recorded in the Cumberland County Registry of Deeds in Book 12886, Page 214.

6. Rights and easements granted by Lewis Lumber Company to Central Maine Power Company by instrument dated November 23, 1951, and recorded in the Cumberland County Registry of Deeds in Book 2067, Page 106.
7. Rights, easements, and exceptions set forth in deed from Rosa Lewis to Warren Brothers Roads Company dated May 26, 1962, recorded in said Registry of Deeds in Book 2676, Page 74.

H:\DOCS\RATTEY\Pike\UNE 39662\EXHIBIT A.docx

Received
Recorded Register of Deeds
Mar 02, 2012 11:36:47A
Cumberland County
Pamela E. Lovley

KNOW ALL MEN by these Presents, That

Oliver Buckley of Westbrook in the County of Cumberland & State of Maine, Esquire

in consideration of the sum of *two hundred* dollars paid by *Francis C. Smith Esq* (Treasurer of the Westbrook Seminary) of Westbrook in the County of Cumberland & State of Maine the receipt whereof *I* do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said *Treasurer and his successors in Office*

~~heirs and assigns~~ forever *a certain lot of land situate in said Westbrook and bounded as follows: viz beginning at a stake running North twenty six degrees East (on a ridge the same being the dividing line between land owned by Zachariah B. Stevens, and on the Western side of the County road twenty one rods eleven links thence South sixty five degrees East nine rods thence North fifteen degrees East four rods and five links thence North sixty nine degrees West thirty three rods thirteen links thence South twenty six degrees West twenty five rods thence South by nine degrees East twenty five rods to the first mentioned bound containing four acres and twenty rods the conditions of this conveyance is such if the contemplated Westbrook Seminary should not go into operation this deed is void, by my refunding the money I shall have received. The Trustees of the Seminary are to build and maintain a good and lawful fence between their lot and any land adjoining to long as the Seminary exists.*

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appertinances thereof, to the said *Treasurer and his successors in Office* ~~heirs and assigns~~, to their use and behoof forever. And *I* do covenant with the said *Treasurer and his successors in Office* ~~heirs and assigns~~, that *I* am lawfully seized in fee of the premises; that they are free of all incumbrances; that *I* have good right to sell and convey the same to the said *Treasurer and his successors in Office* to hold as aforesaid; and that *I* and my heirs shall and will warrant and defend the same to the said *Treasurer and his successors in Office* ~~heirs and assigns~~ forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, *I* the said *Oliver Buckley*

have hereunto set *my* hand and seal this *twelfth* day of *January* in the year of our Lord one thousand eight hundred and thirty *two*

SIGNED, SEALED AND DELIVERED,
IN PRESENCE OF

Geo Bishop
Samuel Brimblecom

Oliver Buckley

CUMBERLAND, SS. *January 12th* 1832 Personally appeared *Oliver Buckley* and acknowledged the above instrument to be his free act and deed.—Before me,

Geo Bishop Justice of the Peace.

RECEIVED, *January 17* 1832, and recorded from the original, by *Samuel Small* Register.

KNOW ALL MEN by these Presents, That

I James Hicks of Westbrook in the County of Cumberland and State of Maine Gentleman

in consideration of the sum of one hundred and twenty dollars paid by *Francis O. Smith Esq. Treasurer of the Westbrook Seminary* of Westbrook in the County of Cumberland and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said *Treasurer and his Successors in Office*

~~heirs and assigns forever~~ a certain lot of land situate in said Westbrook and bounded as follows *beginning at the North Easterly corner of land owned by J. B. Stevens and on the Western side of the County road running North fifteen degrees East six rods and two links thence North sixty nine degrees West twenty rods thence South fifteen degrees West six rods and two links thence South sixty nine degrees East twenty rods to the first mentioned bounds containing one hundred and twenty one rods the conditions of this conveyance is such if the contemplated Westbrook Seminary should not go into operation this deed is void by my refunding the money I shall have received. The Trustees of the Seminary are to build and maintain a good and lawful fence between their lot and my land adjoining so long as the Seminary exists*

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appertinances thereof, to the said *Treasurer and his Successors in Office* ~~heirs and assigns~~, to their use and behoof forever. And I do covenant with the said *Treasurer and his Successors in Office* ~~heirs and assigns~~, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said *Treasurer and his Successors in Office* to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said *Treasurer and his Successors in Office* ~~heirs and assigns~~ forever, against the lawful claims and demands of all persons,

IN WITNESS WHEREOF, I the said *James Hicks with Sophia* my wife who hereby relinquished her right to dower in the said premises have hereunto set our hand and seal this *12th* day of *January* in the year of our Lord one thousand eight hundred and thirty *two*

SIGNED, SEALED AND DELIVERED,

IN PRESENCE OF

Geo Bishop
Samuel Brimblecom

James Hicks *SS.*
Sophia Hicks *SS.*

CUMBERLAND, SS.

January 12th 1832. Personally appeared *James Hicks* and acknowledged the above instrument to be his free act and deed.—Before me,

Geo Bishop Justice of the Peace.

RECEIVED, *January 17* 1832, and recorded from the original, by

Samuel Small Register.

KNOW ALL MEN by these Presents, That

We Zachariah B. Stevens, ~~of Westbrook in the County of Cumberland and State of Maine Esquire~~
 of Westbrook in the County of Cumberland and State of Maine Esquire
 in consideration of the sum of ~~one hundred and thirteen dollars~~
 paid by Francis O. J. Smith Esq. (Treasurer of the Westbrook Sem-
 inary of Westbrook in the County of Cumberland and State of Maine
 the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell
 and convey unto the said Treasurer and his successors in Office

heirs and assigns forever a certain lot of land situate in said
 Westbrook and bounded as follows viz beginning at a post
 near the North Easterly corner of my now dwelling house
 and on the Western side of the County road running North
 fifteen degrees East ten rods and three links thence North
 sixty nine degrees West twenty rods thence North fifteen de-
 grees East one rod and fourteen links thence North sixty five
 degrees West twelve rods and nineteen links thence South
 twenty six degrees West fourteen rods and four links thence
 South seventy two degrees East thirty five rods to the first men-
 tioned bounds containing two acres and seventy three rods
 the conditions of this conveyance is such if the contemplated
 Westbrook Seminary should not go into operation this deed is
 void by my refunding the money I shall have received. The
 Trustees of the Seminary are to build and maintain a
 good fence between their lot and my land adjoining
 so long as the Seminary exists!

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all
 the privileges and appertinances thereof, to the said Treasurer ~~his successors in~~
 Office heirs and assigns, to their use and behoof forever. And I do
 covenant with the said Treasurer ~~his successors in Office~~ heirs and assigns,
 that I am lawfully seized in fee of the premises; that they are free of all incum-
 brances; that I have good right to sell and convey the same to the said
 Treasurer to hold as aforesaid; and that I and my heirs shall and will
 warrant and defend the same to the said Treasurer ~~his successors in Office~~
 heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Zachariah B. Stevens with
 my wife Miriam who hereby relinquished her right to do or
 in and to said premises have hereunto set our hands and seal this twelfth day of January
 in the year of our Lord one thousand eight hundred and thirty two

SIGNED, SEALED AND DELIVERED,

IN PRESENCE OF

Geo Bishop
 Samuel Bumbleton

Z. B. Stevens
 Miriam Stevens

CUMBERLAND, SS.

January 12th
 Zachariah B. Stevens

1832 Personally appeared

and acknowledged the above instrument to be his free act and deed.—Before me,

Geo Bishop Justice of the Peace.

RECEIVED, January 17 1832, and recorded from the original, by

Samuel Small Register.

Know all Men by these Presents, That

the said Zachariah B. Stevens, Oliver Buckley Levi Hersey and Stillman S. Hersey, all of Westbrook in the County of Cumberland and State of Maine, in consideration of ten dollars paid by Francis Q. S. Smith Esq. Treasurer of the Westbrook Seminary of Westbrook in the County of Cumberland and State of Maine the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said *Treasurer and his Successors in Office*

heirs and assigns forever, all the right, title and interest in and to a certain lot of land situate in said Westbrook, and bounded as follows viz beginning at a stake near the Northwest corner of land owned by James Hicks and on the Western side of the County road and running North fifteen degrees East four rods and thirteen links, thence North sixty nine degrees West three rods twelve links thence South fifteen degrees West four rods five links thence South sixty five degrees East three rods sixteen links to the first mentioned bound containing fifteen rods. The conditions of this conveyance is such if the contemplated Westbrook Seminary should not go into operation this deed is void. The Trustees of the Seminary are to build a good lawful fence between their lot and our land adjoining and maintain the same as long as the Seminary exists. The intention of the parties interested is to convey to the Westbrook Seminary all the land included in the plan of the site of said Seminary made by S. B. Stevens of which the title is vested in either of said parties

TO HAVE AND TO HOLD THE SAME, together with all the privileges and appurtenances thereunto belonging, to the said *Treasurer and his Successors in Office* heirs and assigns forever. And

We do covenant with the said *Treasurer and his Successors in Office* heirs and assigns, that *we* will warrant and forever defend the premises to the said *Treasurer and his Successors in Office*

heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under *us*

IN WITNESS WHEREOF, *we* the said Zachariah B. Stevens, Oliver Buckley Levi Hersey and Stillman S. Hersey

have hereunto set our hand and seal this *twelfth* day of *January* in the year of our Lord one thousand eight hundred and thirty-two

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF

Geo Bishop
Samuel Bumbleton

Z. B. Stevens
Oliver Buckley
Levi Hersey
S. S. Hersey

Cumberland ss.—*January 12th* 1832 Personally appeared
Z. B. Stevens, Oliver Buckley, Levi Hersey and S. S. Hersey
and acknowledged the above instrument to be their free act and deed—BEFORE ME,

Geo Bishop

Justice of the Peace.

RECEIVED

January 17th

1832 and recorded from the original by

Samuel Small

REGISTER.

advertisement in said public paper.

Attest:

Eben Leach

Register

Received January 9th 1868. at 11h. 55m. A.M. and recorded according to the original. the same being endorsed on mortgage deed recorded in Book 350 Page 344.

Attest:

Eben Leach,

Register

Pierce
to
Trustees of
Westbrook Seminary

Know all men by these presents, that I
U. S. J. R. Cordelia S. Pierce, of Westbrook, in the County of Cumberland, and State of Maine, in consideration of three
Fifty Cents C. S. P. hundred sixty eight dollars, paid by the Trustees of
Oct. 19th 67 Westbrook Seminary, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey, unto the said Trustees, their successors forever, a lot of land situate in said Westbrook, on the Westerly side of the County road leading over Stevens Plains, and bounded as follows, viz: Beginning on said road, and at the South-easterly corner of the said Westbrook Seminary lot: thence Southerly on the line of said road, twenty feet to a stake: thence Westerly, on a line parallel with said Seminary lot, and holding the width of twenty feet from said Seminary lot, until it reaches the back line of said Cordelia's land, and strikes the said Seminary lot: thence Northerly on the line of said Seminary lot, twenty feet to a corner: thence on the dividing line between said Seminary lot, and these premises, forty rods, more or less, to said County road, and first bound mentioned. Said Trustees are to make and maintain a suitable fence between the premises hereby conveyed and adjoining land. No building is to be placed on said premises, any nearer the dwelling house owned and now occupied by said Cordelia S. Pierce, than the Church now stands, which is partly on said premises, and no building is to be placed on said premises, any nearer the Plains road, than said Church now stands.

To have and to hold the above-granted premises, with all the privileges and appurtenances to the same, belonging, to the said Trustees, their successors and assigns, to their use and behoof forever. And I, the said Cordelia S. Pierce, for myself, and my heirs, executors, and administrators, do covenant with the said Trustees, their successors and assigns, that I am lawfully seized in fee-simple of the afore-granted premises: that they are free from all incumbrances: that I have good right to sell and convey the same, to the said Trustees, their successors and as-

signs forever, as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend, the same, to the said Trustees, their successors and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, I, the said Cordelia S. Pierce have, herewith, set my hand and seal, this ninth day of October, in the year of our Lord, eighteen hundred and sixty six.

Signed, sealed, and delivered
in presence of us } Cordelia S. Pierce Seal
Grenville M. Stevens }

Lumberland, ss. October 19th 1867. Then personally appeared the within-named Cordelia S. Pierce, and acknowledged the foregoing instrument to be her free act and deed.

Before me, Walter B. Goodrich, Justice of the Peace.
Received January 9th 1868 at 4h. 35m. PM. and recorded according to the original.

Attest:

Eben Seach,

Register.

This Indenture, made the 28th day of May, in the year of our Lord, one thousand eight hundred and fifty nine, between Jefferson Dray and Sophia Dray his wife, of the City of Oshkosh, County of Winnebago and State of Wisconsin, of the first part, and Jary Green of Naples, County of Cumberland, State of Maine, of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of fifty dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed, and acknowledged, have given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim, unto the said party of the second part, to his heirs and assigns forever, a certain piece or parcel of land situated in said Naples, and is a part of lot numbered one hundred and thirteen (113), on the Mt. Arthur Gore, so called, and is a strip of land forty rods wide, bounded Southerly by land heretofore conveyed to Harrison O. Knight, and Northerly by a line forty rods distant from said Knight's Northerly line, and running parallel with said Knight's Northerly line, and lies between Trickey Pond and William Perry's lands, containing twenty acres, be the same more or less.

Dray et al
to
Green

Know all Men by these Presents, That

I Cordelia S. Pierce of Deering, in the County of Cumberland and State of Maine, Widow,
in consideration of the sum of Three Hundred Twenty Six & 78/100 Dollars

paid by

the Westbrook Seminary, an Institution, duly incorporated by law and located at said Deering.
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Westbrook Seminary, its Successors
heirs and assigns forever,

Pierce

To

Westbrook Seminary

A certain lot of land situated in said Deering bounded and described as follows, commencing at the corner made by the intersection of land of Freeman Porter, land of Evergreen Cemetery and the lot hereby conveyed, being the formerly corner of said Porter's homestead lot, thence by said Cemetery land N. 30° E. 4 rods and 3 links to a point, thence by said Seminary land N. 28° 30' E. 5 rods and 20 links to a corner, thence by said Seminary land S. 70° 30' E. 6 rods to a corner, thence S. 29° W. 10 rods, and 104 links to said Porter's homestead lot, thence by said Porter's land, N. 63° W. 6 rods to the point of beginning, being the formerly portion of my homestead lot, and containing 16,339 square feet,

To have and to hold the aforegranted and bargained Premises, with all the privileges and appurtenances thereof, to the said Westbrook Seminary, its Successors

heirs and assigns, to their use and behoof forever. And I do covenant with the said Grantee, its Successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances:

that I have good right to sell and convey the same to the said Grantee, its Successors and assigns to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its Successors, heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Cordelia S. Pierce and of the said

in testimony of relinquishment of right of dower in the above described premises, have hereunto set my hand and seal this Second day of October in the year of our Lord one thousand eight hundred and eighty-two

Signed, Sealed and Delivered

in presence of F. G. Stevens

Cordelia S. Pierce, Seal

State of Maine, CUMBERLAND, SS. Oct 2 1882 Personally appeared the above named Cordelia S. Pierce

and acknowledged the above instrument to be her free act and deed.

Before me, Frank G. Stevens, JUSTICE OF THE PEACE.

Received Oct 4 1882, at 10 o'clock A. M., and recorded according to the original.

ATTEST,

Frank G. Stevens.

REGISTER.

Received September 22, 1904, at 11 h. 10 m. A.M., and recorded according to the original.
Attest Ray T. Eaton Register

Pierce
J.
Westbrook
Seminary Cumberland ss.

Abstract of the Will of
Cordelia S. Pierce
State of Maine.

Probate Office

Portland, Sept. 20. A.D. 1904.

Devise

I, Joseph B. Reed, Register of the Probate Court, in and for said County, hereby certify that the last Will and Testament and Codicils of Cordelia S. Pierce late of Portland in said County, deceased, was proved, approved and allowed by the Judge of Probate for said County, at a Court held at Portland, on the tenth day of September A.D. 1904, and that the following is a true copy of so much of said Will and Codicils as devises Real Estate in the County aforesaid:

Fourteenth. I give and devise to Westbrook Seminary, its successors and assigns, the lot of land back of my homestead place in that part of said Portland which was formerly Deering, extending from the Easterly boundary line of land of said Seminary one hundred and twenty-five (125) feet to a line parallel with the aforesaid Easterly boundary of said Seminary's land, said last named line extending Southerly from other land of said Seminary to my Southerly boundary.

Fifteenth. I give and devise my homestead place where I now reside in said Portland extending back to the lot devised to the Westbrook Seminary in the section immediately preceding this, in trust to Cyrus O. Farney and Walter F. Goodrich, both of said Portland for a parsonage for "All Souls Church" so called, on Stevens Plains Avenue in said Portland, reserving however to Ella Louise Fernald, before named, the privilege of occupying the upper tenement of the house, rent free, until she acquires a permanent home elsewhere; and to Mrs. Sarah B. Ballard above mentioned, the privilege of remaining in the lower tenement, rent free, during her life-time, provided she is living in said house at the time of my decease. The expenses of keeping said homestead in repair and providing for insurance and taxes are to be borne equally by Mrs. Sarah B. Ballard and Ella Louise Fernald, aforesaid, the said Trustees to determine what repairs are necessary and see that the same are made.

After the decease of Mrs. Sarah B. Ballard, the said Society of All Souls Church shall assume all the expenses of said homestead.

Twentieth. I give and devise to Harry B. Stevens, son of Chifton Stevens, aforesaid, his heirs and assigns, a lot of land in said Portland adjoining the Unity Club lot, East of the Rufus Dunham estate running East seven-

Cordelia S. Pierce (Seal)

ty-five (75) feet and thence South to the line of land of Alfred Stevens heirs, Twenty-eighth: All the rest, residue and remainder of my estate, real, personal and mixed wherever found and however situated, I give, bequeath and devise in equal shares to Mrs. Sarah B. Ballard, Minnie Ballard York, Samuel R. Stevens, and Fannie R. Stevens hereinbefore mentioned, their heirs and assigns forever.

Lastly: I hereby ordain and appoint Cyrus S. Varney of said Portland Executor of this my last will and testament, and request that he be not required to give any bond for the faithful execution of his said trust, and I also hereby revoke all former wills by me made.

Codicil Third: For the reason that Mrs. Sarah B. Ballard has deceased and Ella Louise Fernald has attained the age of more than twenty-one years since the making of my said will, I hereby revoke the fifteenth section of my said will, and instead thereof, I hereby give and devise my homestead place described in said fifteenth section to said Ella Louise Fernald during the term of her natural life on condition that she pay to the society of "All Souls" Church named in said fifteenth section, the sum of six hundred dollars, and to the executor of my said will the sum of four hundred dollars to be by him added to the residue of my estate, and distributed according to the residuary clause being the twenty eighth section of my said will as altered by this codicil; and I make the further condition that should the said Ella Louise marry her husband shall have no voice and take no part in the management and control of said homestead place. At the decease of the said Ella Louise Fernald, I give and devise my said homestead place for a parsonage to said society of "All Souls" Church, its successors and assigns forever.

Fifth: The twentieth section of my said will wherein a certain lot of land is devised to Harry L. Stevens, is hereby confirmed except that said lot is hereby given and devised, as running East seventy (70) feet instead of seventy five (75) feet and provided in said will.

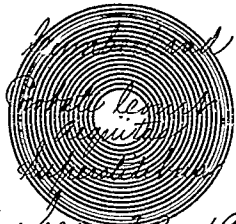
Twenty eighth: All the rest residue and remainder of my estate, real, personal and mixed, wherever found and however situated, I give bequeath and devise to Samuel R. Stevens, Frances R. Stevens and Minnie Ballard York hereinbefore mentioned, their heirs and assigns forever.

Twelfth: In all other respects, except as altered or revoked by this codicil, I hereby ratify and confirm my said last will and testament made and executed on the second day of August A.D. 1899 aforesaid, and all the provisions thereof.

Codicil 3. Whereas I Cordelia S. Pierce of Portland in the County of Cumberland and State of Maine on the third day of June 1904, made and executed a codicil to my last will and testament dated the second day of August, 1899, now I do make this further codicil to my said

will to be taken with, and construed as, a part thereof to wit: I hereby add to the third section of said first codicil the following words, viz. But the said Ella Louise Fernald is hereby authorized, and empowered at any time during her natural life to sell, and convey by her own warranty deed so much of the land adjacent to my said homestead lot as lies westerly from, and in the rear of land of Mrs. Susan Whitman and of the same width of said Whitman lot taking the proceeds of such sale for her own benefit and use.

Witness my hand and the Seal of the Probate Court for said County of Cumberland, the day and year first above written.



Joseph B. Reed

Register.

Received. September 22, 1904, at 11 h. 10 m. A. M., and recorded according to the original

Attest

Ray B. Estor

Register

Emery

Boyd &

Devise

Abstract of the Will of
Charlotte M. Emery
State of Maine.

Cumberland, ss

Probate Office

Portland, Sept. 20, A.D. 1904.

I, Joseph B. Reed, Register of the Probate Court in and for said County, hereby certify that the last Will and Testament of Charlotte M. Emery late of Portland in said County, deceased, was proved, approved and allowed by the Judge of Probate for said County, at a Court held at Portland, on the tenth day of September, A.D. 1904; and that the following is a true copy of so much of said Will as devises Real Estate in the County aforesaid:

Second. I hereby give, devise and bequeath to my nephew, Nicholas Emery Boyd, his heirs and assigns forever, in addition to any interest which I may possibly have in the bonds and personal estate, the one third interest in Nicholas Emery Homestead and the house and lot on Taylor Street, and the furniture in the said Emery Homestead house given to said Nicholas by will of his late mother, Theresa O. Boyd, and in which a life interest was given to me, the two lots of land lying between Danforth and Taylor Streets in said Portland and numbered three (3) and fifteen (5) on a Plan of Lots recorded in Cumberland Registry of Deeds, Plan Book 3, Page or Plan 27, which Plan is hereby referred to; Also one thousand dollars in money if there be so much money remaining of my own at the time of my decease.

Third. I hereby give, bequeath and devise to my niece, Julia Webster

Know all Men by these Presents, That

I, Will W. Johnson, called as Grantee in my title deed to the premises hereby conveyed William W. Johnson, of the City of Portland, in the County of Cumberland, State of Maine,
in consideration of one dollar and other valuable and sufficient consideration, paid by Ruth S. Johnson, of said Portland, my wife,
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Ruth S. Johnson, her heirs and assigns forever, a certain lot or parcel of land with the buildings by us erected thereon situated in said City on the Northwardly side of College Street, and bounded as follows: Commencing at a granite post standing on the Northwardly side line of said College Street and located two hundred feet more or less Westwardly of a lot of land conveyed by James P. Weston to C. A. Hayden by deed dated Oct. 6, 1881, and recorded in Cumberland County Registry of Deeds, in Book 485, Page 77; and from said granite post running by a line N. 26° E. one hundred and sixty-five feet to land now or formerly of the Portland Street Railroad Company; thence by line between this land and said Railroad Company land Southeastwardly fifty-three feet to a point; thence S. 26° W. one hundred sixty-three and 1/10 -163.1- feet to said side line of College Street and thence on said Street line N. 64° W. fifty-three feet to the granite post and point of commencing. Being the same lot of land with said buildings now thereon which was conveyed to me by Warranty deed from Adela S. Adams, the widow and the heir at law of John M. Adams, dated August 22d, 1906, and recorded in said Registry in Book 801, Page 367.

See
Book 3520
Page 128

U.S.I.R.
\$3.00
W.W.J.
28/10/15

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Ruth S. Johnson, her heirs and assigns, to her and their use and behoof forever. And I do covenant with the said grantee, her heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; save mortgage to Portland Savings Bank;
that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons, save said mortgage.

In Witness Whereof, I the said Will W. Johnson,

my hand and seal this twenty-eighth day of October have hereunto set
one thousand nine hundred and fifteen. in the year of our Lord
Signed, Sealed and Delivered
in presence of

Henry W. Swasey, Will W. Johnson, Seal

State of Maine, CUMBERLAND, ss. October 28", 1915. Then Personally appeared
the above named Will W. Johnson,
and acknowledged the above instrument to be his free act and deed.
Before me, Henry W. Swasey, Justice of the Peace.
Received February 19, 1916, at 10 o'clock 15 m. A. M., and recorded according to the original.

Know all Men by these Presents, That

I, Frank B. Shepherd, of Portland, in the County of Cumberland and State of Maine,

See
Book 2857
Page 332

See
Book 3169
Page 813

in consideration of one dollar and other valuable consideration,
Charles A. Berry and Ethel N. Berry, both of said Portland,
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said
Charles A. Berry and Ethel N. Berry as joint tenants and the survivor of them their
assigns, and the heirs and assigns of the survivor of them forever, a certain lot
or parcel of land, with the buildings thereon, situated in said Portland, bounded
and described as follows: Commencing at the westerly side of Stevens Avenue, at the
southeasterly corner of land of Whitman; thence southerly by said Stevens Avenue
ninety-two (92) feet, more or less, to a point forty (40) feet northerly from the
northeasterly corner of land of Evergreen Cemetery; thence westerly by the northerly
line of a proposed street and keeping a distance of forty (40) feet from the
Evergreen Cemetery northerly line, one hundred fifty-five (155) feet to a stake;
thence northerly, at right angles to said last described course, to land of said
Whitman; thence easterly by said Whitman land to the point of beginning. Being a
part of the premises conveyed to me by Abbie Frances Leighton, by deed dated July
19th, 1920, and recorded in Cumberland County Registry of Deeds, Book 1061, Page 75,
together with the right to pass and re-pass over said proposed street.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenance thereof, to
the said Charles A. Berry and Ethel N. Berry as joint tenants and the survivor of them, their assigns and
the heirs and assigns of the survivor of them,
heirs and assigns, to their use and behoof forever. And I do covenant with the
said Grantees, as joint tenants and the survivor of them, their
heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all
en cumbrances;

that I have good right to sell and convey the same to the said Grantees,
to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said
Grantees, as joint tenants and the survivor of them, their assigns, and the heirs
and assigns of the survivor of them forever, against the lawful claims and demands
heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Frank B. Shepherd, unmarried,

my hand and seal this twentieth day of December have hereunto set
one thousand nine hundred and twenty. in the year of our Lord
Signed, Sealed and Delivered
in presence of

U.S.I.R. Harry L. Cram to F.B.S. Frank B. Shepherd Seal.
\$4.50
F.B.S.
12/20/20

State of Maine, CUMBERLAND, SS. Portland, December 20, 1920. Personally appeared
the above named Frank B. Shepherd
and acknowledged the above instrument to be his free act and deed.
Before me, Harry L. Cram, Justice of the Peace.
Received December 20, 1920, at 10 o'clock 26 m. A.M., and recorded according to the original.

Know all Men by these Presents, That

We, Alice Roberts Goold of Portland in the County of Cumberland and State of Maine, and George C. Roberts of Lisbon Falls in the County of Androscoggin and State of Maine,

in consideration of One dollar and other valuable considerations, paid by Westbrook Seminary, a corporation organized and existing under the laws of Maine and located at Portland in said County of Cumberland and State of Maine, the receipt whereof We do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Westbrook Seminary, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, situated on the northwesterly corner of College Street and Stevens Avenue in that part of Portland formerly Deering, in said County of Cumberland and State of Maine, bounded and described as follows: Beginning at said northwesterly corner of College Street, formerly known as Seminary Street, and Stevens Avenue and running westerly on the northerly side of said College Street one hundred (100) feet; thence running northerly in a line parallel to said Stevens Avenue by land now or formerly of Lydia J. Snow ninety (90) feet; thence running easterly in a line parallel to said College Street by land now or formerly of said Lydia J. Snow to the westerly side of said Stevens Avenue one hundred (100) feet; thence running southerly on the westerly side of said Stevens Avenue ninety (90) feet to the point of beginning. Being a part of the same premises conveyed to Lydia J. Snow by Joseph C. Snow by warranty deed dated December 13, 1880, recorded in Cumberland County Registry of Deeds, Book 478, Page 428, and the same premises conveyed by said Lydia J. Snow to Arabella W. Roberts by deed dated September 6, 1901, recorded in said Registry of Deeds, Book 705, Page 312, and said premises are conveyed subject to the right of drainage and right to maintain sewer therein reserved. Our title to said premises was acquired as devisees under the last will and testament of William W. Roberts, late of said Portland, deceased, extract from whose will is recorded in said Registry of Deeds, Book 1058, Page 368. Said premises are conveyed subject to taxes for the year 1923 which the Grantee hereby assumes and agrees to pay as a part of the consideration hereof.

U.S.I.R
\$8.00
A.R.G.
G.C.R.
May 28/23

To Have and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Westbrook Seminary, its successors heirs and assigns, to --- and their use and behoof forever. And We do covenant with the said Grantee, its successors heirs and assigns, that We lawfully seized in fee of the premises; that they are free of all in cumbrances; except as aforesaid; that We have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that We and OUR heirs, shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons. except as aforesaid.

In Witness Whereof, we the said Alice Roberts Goold and George C. Roberts and we, Allan O. Goold, husband of the said Alice Roberts Goold, and Nancy K. Roberts wife of the said George C. Roberts joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises have hereunto set

our hand and seals this twenty-eighth day of May in the year of our Lord one thousand nine hundred and twenty-three.

Signed, Sealed and Delivered
in presence of

Roscoe Phillips to A.R.G. A.O.G.

Ada S. Gilkey for both

Alice Roberts Goold Seal.
Allan O. Goold Seal.
Geo. C. Roberts Seal.
Nancy K. Roberts Seal.

State of Maine, CUMBERLAND, SS.

May 28th, 1923 .

Personally appeared

the above named Alice Roberts Goold

and acknowledged the above instrument to be her free act and deed.

Before me,

Roscoe Phillips,

Justice of the Peace.

Received May 28,

1923, at 10 o'clock 45 m. A. M., and recorded according to the original.

Know all Men by these Presents, That

369

I, Charles A. Tracy, of Raymond, in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable consideration, paid by Westbrook Seminary and Junior College, a corporation organized and existing under the laws of the State of Maine and located at Portland, in said County and State, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Westbrook Seminary and Junior College, its successors and assigns forever, a certain lot or parcel of land, together with the buildings thereon, situated in said Portland and bounded and described as follows: Beginning at a point on the westerly side line of Stevens Avenue, so-called, ninety feet (90') northerly of the northerly corner of Stevens Avenue and College Street; thence westerly by an angle to the left of eighty-four degrees and nine minutes (84° 09') one hundred and three and ninety-seven one hundredths feet (103.97') to a point at an iron fence; thence northerly by an angle to the right of eighty-six degrees and sixteen minutes (86° 16') and by said iron fence and continuation thereof, sixty-three and sixty-five one hundredths feet (63.65') to land now or formerly of Justina O'Brion; thence easterly by an angle to the right of eighty-seven degrees and forty-six minutes (87° 46') and by said land now or formerly of Justina O'Brion one hundred and one and twelve one hundredths feet (101.12') to said Stevens Avenue; thence southerly by said westerly side line of Stevens Avenue seventy-four and forty-nine one hundredths feet (74.49') to point of beginning.

Being the same premises conveyed by Thalia L. Clement to Victor Brewster by deed dated October 19, 1908 and recorded in Cumberland County Registry of Deeds in Book 831, Page 38, and devised by said Victor Brewster to Elias Brewster, an abstract of the will of Victor Brewster being recorded in said Registry of Deeds in Book 1306, Page 44. Said Elias Brewster devised said property to the grantor herein, an abstract of the will of Elias Brewster being recorded in said Registry of Deeds in Book 1570, Page 448.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Westbrook Seminary and Junior College, its successors

heirs and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors

heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Charles A. Tracy, and I, Nellie I. Tracy, wife of the said Charles A. Tracy, joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises,

our hands and seals this 23rd day of February have hereunto set in the year of our Lord one thousand nine hundred and forty-three.

Signed, Sealed and Delivered in presence of

E. P. Perkins

Charles A. Tracy Seal

to both

Nellie I. Tracy Seal

State of Maine, CUMBERLAND, ss.

February 23, 1943

Personally appeared

the above named Charles A. Tracy

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Elliot P. Perkins, Justice of the Peace

Received February 23 19 43, at 12 o'clock 1 m. P. M., and recorded according to the original.

U.S.I.R.
\$7.15
C.A.T.
2/23/43

Know all Men by these Presents, That

321

I, Addie H. Lowd, of Portland, in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable consideration, paid by Westbrook Seminary and Junior College, a corporation organized and existing under the laws of the State of Maine and located at Portland, in said County of Cumberland, the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Westbrook Seminary and Junior College, its successors and assigns forever, a certain lot or parcel of land with a dwelling house thereon, situated on the northerly side of College Street, in said Portland, numbered seventeen on said street and bounded as follows:

Beginning on the northerly side of College Street at the southwesterly corner of land formerly of J. C. Snow, now or formerly of George E. Donnelly; thence westerly by College Street eighty (80) feet to land now or formerly of Frances E. Skillin; thence northerly by land of Frances E. Skillin one hundred and thirty-nine (139) feet to land formerly of Captain Sargent, now or formerly of Justina B. O'Brien; thence easterly by land of Justina B. O'Brien eighty (80) feet to the northwesterly corner of said land now or formerly of George E. Donnelly; thence southerly by said land of George E. Donnelly one hundred forty-eight (148) feet to the place of beginning, containing 11,480 square feet, more or less.

Being the same premises conveyed to Fred Lowd and Roger W. Flint by deed dated June 30, 1927, recorded in Cumberland County Registry of Deeds, Book 1269, Page 183. Fred Lowd died August 22, 1940 leaving as his only heirs-at-law and next-of-kin, Addie H. Lowd, widow, Dorothy J. Flint, daughter, and Russell H. Lowd, son. Said Roger W. Flint, Dorothy J. Flint and Russell H. Lowd conveyed their interest in said premises to said Addie H. Lowd by deed dated September 3, 1940, recorded in said Registry, Book 1623, Page 395.

This conveyance is made subject to a certain mortgage given by Addie H. Lowd to Marguerite G. Davis, dated July 1, 1941, recorded in said Registry of Deeds in Book 1641, Page 250, on which there is due the principal sum of thirty-five hundred dollars (\$3,500.00) and which the Grantee, as part of the consideration for this conveyance, assumes and agrees to pay.

Subject also to the 1944 taxes.

On Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Westbrook Seminary and Junior College, its successors and assigns, to its and

U.S.I.R.
\$1.65
A.H.L.
7/8/44

their use and behoof forever. And I do covenant with the said Grantee, its successors and heirs-and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors

except as aforesaid. heirs-and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Addie H. Lowd, widow,

my hand and seal this 8th day of July have hereunto set in the year of our Lord one thousand nine hundred and forty-four.

Signed, Sealed and Delivered in presence of

Roger W. Flint

Addie H. Lowd Seal

State of Maine, CUMBERLAND, SS.

July 8, 1944

Personally appeared

the above named Addie H. Lowd

and acknowledged the foregoing instrument to be her free act and deed.

Before me, Roger W. Flint, Notary Public Notarial Seal

Received July 11 1944, at 11 o'clock 45 m. A. M., and recorded according to the original.

All
Souls
Church
Parish
to
Messiah-
All
Souls
Univer-
salist
Church
War.

KNOW ALL MEN BY THESE PRESENTS, That All Souls Church Parish, a corporation incorporated under the laws of Maine and located at Portland in the County of Cumberland, in consideration of one dollar and other considerations, paid by Messiah-All Souls Universalist Church, a corporation incorporated under the laws of Maine and located at said Portland, the receipt whereof it does hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Messiah-All Souls Universalish Church, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, located at No. 706 Stevens Avenue in said Portland, and bounded northerly by land now or formerly of Westbrook Junior College, formerly called Westbrook Seminary, and by land of the grantee westerly by land now or formerly of Westbrook Seminary now Westbrook Junior College; southerly by land now or formerly of Rev. Harrison S. Whitman, and easterly by said Stevens Avenue, being the parsonage premises conveyed to the grantor by the following deeds:

Casco Realty Improvement Company to All Souls Church Parish, dated October 10, 1924, recorded Cumberland County Registry of Deeds, Book 1168, Page 366;

Theodore Kerr to All Souls Church Parish, deed dated October 17, 1924, recorded Book 1168, Page 367;

Ella Louise Perry to All Souls Church Parish, deed dated October 17, 1924, recorded Book 1168, Page 368;

City of Portland to All Souls Church Parish, deed dated October 10, 1928, recorded Book 1300, Page 58.

The premises hereby conveyed are subject to a lease given by All Souls Parish to Ella Louise Perry, dated October 17, 1924, recorded Book 1204, Page 65, and the property is conveyed subject to the following conditions,- viz: that the property herein conveyed shall be and continue to be occupied and used as a parsonage or for other religious purposes, by a society or religious organization of the Universalist denomination; to-wit,-a religious society in direct fellowship with and acknowledging the ecclesiastical authority of the Maine Universalist Convention and of the Universalist Church of America; and it is an express condition of this deed that in case the use or occupation of the aforesaid property should be diverted from the aforesaid purpose for a period of one year, then in such case the Maine Universalist Convention may enter in and upon the premises, take possession thereof and thereafter shall own, hold, use and dispose of the same for general Universalist purposes in accordance with the powers of that corporation.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Messiah-All Souls Universalist Church, its successors and assigns, to its and their use and behoof forever, subject, however, to the conditions hereinbefore set forth.

AND it does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant

and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor herein has caused these premises to be signed and its seal hereto affixed by the Trustees of the All Souls Church Parish, thereunto duly authorized, this 22d day of August, in the year of our Lord one thousand and nine hundred and forty-four.

Signed, Sealed and Delivered in Presence of

ALL SOULS CHURCH PARISH, By the Seal
Trustees of All Souls Parish

Inez D. Blaisdell to
Albert N. Whitney
Clyde R. Chase
Andrew G. Spinney
Dora S. Wish
Laura E. Sampson
Emily C. McLaughlin
Florence M. French
Florence Vest
to Inez D. Blaisdell

Albert N. Whitney	Seal
Clyde R. Chase	Seal
Andrew G. Spinney	Seal
Dora S. Wish	Seal
Laura E. Sampson	Seal
Emily C. McLaughlin	Seal
Inez D. Blaisdell	Seal
Florence M. French	Seal
Trustees	

State of Maine. Cumberland,ss. October 3, 1944.

Personally appeared the above named Inez D. Blaisdell and acknowledged the foregoing instrument to be her free act and deed as trustee of All Souls Church Parish and the free act and deed of All Souls Church Parish.

Before me, Florence Vest Notary Public Notarial Seal
Received October 4, 1944, at 11h 30m A. M., and recorded according to the original

Reynolds
to
Welch
War.

KNOW ALL MEN BY THESE PRESENTS, That I, Bessie V. Reynolds, of Gray in the County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration, paid by Laurretta P. Welch, of Westbrook in said County and State, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Laurretta P. Welch, her heirs and assigns forever, the following described property:

a certain lot or parcel of land situated in said Gray, lying on the Westerly shore of the most Northerly part of Little Sebago Lake, and bounded and described as follows:

Beginning at an iron post on the shore of said Lake at a point five (5) feet Northerly of the most Northeasterly corner of land of said Bessie V. Reynolds, formerly of Harry A. Weeman; thence Westerly one hundred (100) feet more or less to an iron post at the Northwesterly corner of said land of Bessie V. Reynolds; thence Northerly on the line of the road seventy-five (75) feet to an iron post; thence Easterly one hundred (100) feet more or less to an iron post on the shore of the Lake; thence Southerly on the shore of the Lake seventy (70) feet to the point of beginning.

Said premises being a portion of the first parcel of land conveyed by Ralph J. Trumbull to Adelbert R. Reynolds by deed dated June 25, 1937, recorded in Cumberland Registry of Deeds in Book 1526, Page 151. Together with the right to cross and re-cross land now or formerly of Matthew C. Morrill in the road formerly used to reach said lot as conveyed to said Adelbert R. Reynolds by said deed of Ralph J. Trumbull.

All
Souls
Church
Parish
to
Messiah-
All
Souls
Univer-
salist
Church
War.

KNOW ALL MEN BY THESE PRESENTS, That All Souls Church Parish, a corporation incorporated under the laws of Maine and located at Portland in the County of Cumberland, in consideration of one dollar and other considerations, paid by Messiah-All Souls Universalist Church, a corporation incorporated under the laws of Maine and located at said Portland, the receipt whereof it does hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Messiah-All Souls Universalish Church, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, located at No. 706 Stevens Avenue in said Portland, and bounded northerly by land now or formerly of Westbrook Junior College, formerly called Westbrook Seminary, and by land of the grantee westerly by land now or formerly of Westbrook Seminary now Westbrook Junior College; southerly by land now or formerly of Rev. Harrison S. Whitman, and easterly by said Stevens Avenue, being the parsonage premises conveyed to the grantor by the following deeds:

Casco Realty Improvement Company to All Souls Church Parish, dated October 10, 1924, recorded Cumberland County Registry of Deeds, Book 1168, Page 366;

Theodore Kerr to All Souls Church Parish, deed dated October 17, 1924, recorded Book 1168, Page 367;

Ella Louise Perry to All Souls Church Parish, deed dated October 17, 1924, recorded Book 1168, Page 368;

City of Portland to All Souls Church Parish, deed dated October 10, 1928, recorded Book 1300, Page 58.

The premises hereby conveyed are subject to a lease given by All Souls Parish to Ella Louise Perry, dated October 17, 1924, recorded Book 1204, Page 65, and the property is conveyed subject to the following conditions,- viz: that the property herein conveyed shall be and continue to be occupied and used as a parsonage or for other religious purposes, by a society or religious organization of the Universalist denomination; to-wit,-a religious society in direct fellowship with and acknowledging the ecclesiastical authority of the Maine Universalist Convention and of the Universalist Church of America; and it is an express condition of this deed that in case the use or occupation of the aforesaid property should be diverted from the aforesaid purpose for a period of one year, then in such case the Maine Universalist Convention may enter in and upon the premises, take possession thereof and thereafter shall own, hold, use and dispose of the same for general Universalist purposes in accordance with the powers of that corporation.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Messiah-All Souls Universalist Church, its successors and assigns, to its and their use and behoof forever, subject, however, to the conditions hereinbefore set forth.

AND it does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all incumbrances; except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will warrant

and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor herein has caused these premises to be signed and its seal hereto affixed by the Trustees of the All Souls Church Parish, thereunto duly authorized, this 22d day of August, in the year of our Lord one thousand and nine hundred and forty-four.

Signed, Sealed and Delivered in Presence of

ALL SOULS CHURCH PARISH, By the Seal
Trustees of All Souls Parish

Inez D. Blaisdell to
Albert N. Whitney
Clyde R. Chase
Andrew G. Spinney
Dora S. Wish
Laura E. Sampson
Emily C. McLaughlin
Florence M. French
Florence Vest
to Inez D. Blaisdell

Albert N. Whitney	Seal
Clyde R. Chase	Seal
Andrew G. Spinney	Seal
Dora S. Wish	Seal
Laura E. Sampson	Seal
Emily C. McLaughlin	Seal
Inez D. Blaisdell	Seal
Florence M. French	Seal
Trustees	

State of Maine. Cumberland,ss. October 3, 1944.

Personally appeared the above named Inez D. Blaisdell and acknowledged the foregoing instrument to be her free act and deed as trustee of All Souls Church Parish and the free act and deed of All Souls Church Parish.

Before me, Florence Vest Notary Public Notarial Seal

Received October 4, 1944, at 11h 30m A. M., and recorded according to the original

Reynolds
to
Welch
War.

KNOW ALL MEN BY THESE PRESENTS, That I, Bessie V. Reynolds, of Gray in the County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration, paid by Laurette P. Welch, of Westbrook in said County and State, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Laurette P. Welch, her heirs and assigns forever, the following described property:

a certain lot or parcel of land situated in said Gray, lying on the Westerly shore of the most Northerly part of Little Sebago Lake, and bounded and described as follows:

Beginning at an iron post on the shore of said Lake at a point five (5) feet Northerly of the most Northeasterly corner of land of said Bessie V. Reynolds, formerly of Harry A. Weeman; thence Westerly one hundred (100) feet more or less to an iron post at the Northwesterly corner of said land of Bessie V. Reynolds; thence Northerly on the line of the road seventy-five (75) feet to an iron post; thence Easterly one hundred (100) feet more or less to an iron post on the shore of the Lake; thence Southerly on the shore of the Lake seventy (70) feet to the point of beginning.

Said premises being a portion of the first parcel of land conveyed by Ralph J. Trumbull to Adelbert R. Reynolds by deed dated June 25, 1937, recorded in Cumberland Registry of Deeds in Book 1526, Page 151. Together with the right to cross and re-cross land now or formerly of Matthew C. Morrill in the road formerly used to reach said lot as conveyed to said Adelbert R. Reynolds by said deed of Ralph J. Trumbull.

Know all Men by these Presents, That

I, Martha Babcock Webber, of Portland in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by Westbrook Seminary and Junior College, a corporation organized and existing under the laws of the State of Maine and located at Portland in the County of Cumberland and State of Maine, the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said Westbrook Seminary and Junior College, its Successors and Assigns forever, the following described property:

A certain lot or parcel of land, with the buildings thereon, situated on Stevens Avenue in the City of Portland, formerly called the "Stevens Plains Road" in the City of Deering, bounded and described as follows:- Beginning on the westerly side of said road at the southerly corner of land formerly of Albert Jones; thence northwesterly on said Jones line twenty (20) rods, more or less, to land formerly of William Kenney; thence southerly by said Kenney's land four (4) rods, more or less, to land formerly of N. K. Sawyer; thence easterly by said Sawyer's land twenty (20) rods, more or less, to said road; thence northerly by said road four (4) rods, more or less, to the place of beginning; being the same premises conveyed to me by Justina B. O'Brien by deed dated July 13, 1932, recorded in Cumberland County Registry of Deeds in Book 1403, Page 305.

This conveyance is made subject to taxes for 1947 which the Grantee assumes and agrees to pay.

U.S.I.R.
\$13.20
M.B.W.
8/12/47

On Here and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Westbrook Seminary and Junior College, its Successors and Assigns, to it and their use and behoof forever. And I do covenant with the said Grantee, its Successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its Successors heirs and assigns forever, against the lawful claims and demands of all persons; except as aforesaid. In Witness Whereof, I, the said Martha Babcock Webber, and I, M. Carroll Webber, husband of the said Martha Babcock Webber, joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises,

our hands and seal S this 12th day of August have hereunto set one thousand nine hundred and forty-seven. in the year of our Lord

Signed, Sealed and Delivered in presence of
Edward F. Dana
Jayne E. Harrington

Martha Babcock Webber Seal
M. Carroll Webber M.D. Seal

State of Maine, CUMBERLAND, SS. August 12, 1947 Personally appeared the above named Martha Babcock Webber and acknowledged the above instrument to be her free act and deed. Before me, Edward F. Dana Justice of the Peace Received August 12, 1947, at 2 o'clock 40m. P.M., and recorded according to the original.

Know all Men by these Presents, That

We, Clifford J. Knight and Alice M. Knight, both of Portland in the County of Cumberland and State of Maine

in consideration of One Dollar and other Considerations paid by George O.Chase and Ruth B. Chase, both of Newington in the County of Hartford and State of Connecticut

the receipt whereof we do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said George O. Chase and Ruth B. Chase, as joint tenants and not as tenants in common and their heirs and assigns and the survivor of them and the heirs and assigns of the survivor of them forever, a certain lot or parcel of land with the buildings thereon, situated in Deering in said Portland in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the Northerly side of College Street at a stone monument at the intersection of land now or formerly owned by said Clifford J. Knight and land now owned by Westbrook Junior College; thence in a Westerly direction One Hundred Twenty-six and twenty-two hundredths (126.22) feet along said College Street to a stake; thence at a ninety degree (90°) angle Eighty-five and eight tenths (85.8) feet in a Northerly direction to a stake and land now or formerly of the State of Maine; thence One Hundred Twenty-Six and forty-five hundredths (126.45) feet in an easterly direction along land of the State of Maine to a stake; thence Seventy-eight and fifty-two hundredths (78.52) feet in a Southerly direction to the point of beginning.

Being the same premises conveyed to us by Elizabeth Milliken by deed dated December 19, 1956, recorded in Cumberland County Registry of Deeds, Book 2331,Page 248 to which deed and deeds referred to therein reference is made.

Real estate tax for 1957 to be pro-rated as of date of transfer.

On Here and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said George O.Chase and Ruth B.Chase as joint tenants and not as tenants in common and their heirs and assigns and the survivor of them and the heirs and assigns of the survivor of them forever, to them and their use and behoof forever. And we do covenant with the said Grantees, their

U.S.I.R.
\$15.95
C.J.K.
6/12/57

heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; except as aforesaid

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said

Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, We, the said Clifford J. Knight and Alice M. Knight, husband and wife, each joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises,

--- hand s and seals this twelfth day of June have hereunto set in the year of our Lord one thousand nine hundred and fifty-seven.

Signed, Sealed and Delivered in presence of

Ralph M. Snyder, to both Clifford J. Knight Seal
Alice M. Knight Seal

State of Maine, CUMBERLAND, SS. June 12, 1957. Personally appeared the above named Clifford J. Knight

and acknowledged the foregoing instrument to be his free act and deed. Before me, Ralph M. Snyder Justice of the Peace

Received June 12, 1957, at 3 o'clock 40 m. P. M., and recorded according to the original.

Know All Men by these Presents,

That I, GORDON L. SKILLIN of Waterville in the County of Kennebec and State of Maine

Skillin
to
Westbrook
Seminary
& Junior
College
--
War

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by WESTBROOK SEMINARY AND JUNIOR COLLEGE, a corporation organized and existing under the laws of Maine and located at Portland in the County of Cumberland and State of Maine



the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Westbrook Seminary and Junior College, its successors

~~hereby~~ and Assigns forever,

the following described property:



A certain lot or parcel of land with the buildings thereon situated in said Portland, in that part formerly Deering, on the northerly side of College Street, and bounded and described as follows:

Beginning at a stone monument in the northerly side line of said College Street at the southwest corner of land of L. Laberton Moore; thence running westerly on said College Street one hundred one (101) feet, more or less, to the "Kenney" line; thence northerly on a line parallel with westerly line of said Moore's land one hundred thirty-one (131) feet, more or less, to the fence between the lot hereby conveyed and land, now or formerly, of the heirs of Capt. Sargent; thence easterly by said Sargent land and the fence one hundred (100) feet, more or less, to said Moore's land; thence southerly by said Moore's land one hundred thirty-nine (139) feet, more or less, to the point of beginning.

Also a certain other lot of land adjoining above described lot on the westerly side thereof, and bounded and described as follows:

Beginning on the northerly side line of said College Street, at the southwest corner of above described lot; thence running westerly on said College Street ten (10) feet, more or less, to a stone monument; thence northerly on a line parallel with the westerly side line of above described lot one hundred fifty-eight (158) feet, more or less, to the fence and land, now or formerly, of the Portland Railroad Company; thence easterly by the fence and said Portland Railroad Company's land seven (7) feet, more or less, to the corner of the fence and land, now or formerly, of the heirs of Capt. Sargent; thence southerly by the fence and said Sargent land twenty-eight (28) feet, more or less, to a post at the southwest corner of said Sargent land; thence easterly by said Sargent land and the fence three (3) feet, more or less, to the northwest corner of above described lot; thence southerly by above described lot one hundred thirty-one (131) feet, more or less, to the point of beginning.

Said premises were conveyed to William H. and Frances E. Skillin by William T. Jordan et als by deed dated October 21, 1904, recorded in Cumberland County Registry of Deeds in Book 758, Page 242. William H. Skillin conveyed his interest to Frances E. Skillin by deed dated April 8, 1908, recorded in said Registry of Deeds in Book 820, Page 377. Frances E. Skillin died intestate on April 29, 1929, leaving no widower and as her sole heirs-at-law, Harlon L. Skillin and Maude E. Clement. Harlon L. Skillin conveyed his interest to Maude E. Clement by deed dated August 22, 1929, recorded in said Registry of Deeds in Book 1328, Page 44. Maude E. Clement devised said premises to the Grantor by Will, abstract of which is recorded in said Registry of Deeds.

To have and to hold the aforegranted and bargained premises, with all privileges and appurtenances thereof to the said Westbrook Seminary and Junior College, its successors

~~Heirs~~ and Assigns, to its and their use and behoof forever.

And I do **covenant** with the said Grantee, ^{its successors} ~~Heirs~~ and Assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my Heirs, shall and will ~~Warrant and Bind~~ the same to the said Grantee, its successors

~~Heirs~~ and Assigns forever, against the lawful claims and demands

of all persons.

In Witness Whereof, I the said Gordon L. Skillin

and I, Norma Skillin wife of the said Gordon L. Skillin

joining in this deed as Grantor , and relinquishing and conveying
my rights by descent and all other rights in the above
described premises, have hereunto set our hands and seals this
25th day of September in the year of our Lord
one thousand nine hundred and fifty-nine.

Signed, Sealed and Delivered
in presence of

W. Paul Lonsdale
Marta M. Rozak

Gordon L. Skillin
Norma Skillin

State of Maine,
Kennebec. }

25 September 19 59

Personally appeared the above named .

Gordon L. Skillin

and acknowledged the above instrument to be his free act and
deed.

Before me,

W. Paul Lonsdale
Justice of the Peace

OCT 22 1959

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 H 21 M P. M., and recorded in
BOOK 2507 PAGE 303 Edward P. Lonsdale Register

425

Know All Men by These Presents,

425

That I, NELLIE A. DONNELLY, of Portland in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable consideration, paid by WESTBROOK SEMINARY AND JUNIOR COLLEGE, a corporation existing under the laws of Maine and located at said Portland, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said WESTBROOK SEMINARY AND JUNIOR COLLEGE, its successors and assigns forever, a certain lot or parcel of land, situated on the northerly side of College Street, so-called, in said Portland, and bounded and described as follows:

Donnelly
to
Westbrook
Seminary
& Junior
College

--
War

Beginning at a point on the northerly side of said College Street at the southeasterly corner of land conveyed to the Grantee herein by Addie H. Lowd by deed dated July 8, 1944, and recorded in the Cumberland County Registry of Deeds, Book 1752, Page 321; thence northerly by other land of the Grantee herein one hundred fifty (150) feet, more or less, to land formerly of Capt. Sargent, now of the Grantee herein; thence easterly by said Sargent land forty (40) feet, more or less, to land formerly of Brewster, now of the Grantee herein; thence southerly by said Brewster land and land formerly of Arabella W. Roberts, now of the Grantee herein, one hundred fifty-three (153) feet, more or less, to said College Street; thence westerly by said College Street fifty-eight (58) feet, more or less, to the point of beginning.

Being a portion of the premises conveyed to the Grantor herein by Thalia L. Clement by Warranty Deed dated April 5, 1919, and recorded in said Registry of Deeds, Book 1021, Page 45.



Do have and to have the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said WESTBROOK SEMINARY AND JUNIOR COLLEGE, its successors and assigns, to its use and behoof forever. And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said NELLIE A. DONNELLY, being a widow,

~~XXXX~~ ~~widow~~ ~~of the said~~

~~Noting in this deed that the said Grantee, Westbrook Seminary and Junior College, is a corporation existing under the laws of the State of Maine, and that the said Grantee, its successors and assigns, have hereunto set my hand and seal this nineteenth day of May in the year of our Lord one thousand nine hundred and sixty.~~

Signed, Sealed and Delivered in presence of

Richard C. Blanchard

Nellie A. Donnelly



CUMBERLAND ss. May 19, 1960.

Personally appeared the above named NELLIE A. DONNELLY and acknowledged the foregoing instrument to be her free act and deed. Before me,

Patricia Butterfield
Notary Public

STATE OF MAINE
CUMBERLAND, ss. REGISTRY OF DEEDS
Received at 11 H 35 M on MAY 23 1960 and recorded in
Book 2539 Page 425 ATTEST
Margaret L. Weber Deputy Register

Know All Men by These Presents,

337

That we, GEORGE O. CHASE and RUTH B. CHASE of Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable consideration

paid by WESTBROOK SEMINARY AND JUNIOR COLLEGE, a corporation incorporated and existing under the laws of the State of Maine, and located at said Portland,

the receipt whereof we **do hereby acknowledge, do hereby give, grant,**

bargain, sell and convey unto the said WESTBROOK SEMINARY AND JUNIOR COLLEGE, its successors

and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated in Deering in said Portland, in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northerly side of College Street at a stone monument at the intersection of land now or formerly owned by Clifford J. Knight and land now owned by Westbrook Seminary and Junior College; thence in a westerly direction one hundred twenty-six and twenty-two hundredths (126.22) feet along said College Street to a stake; thence at a ninety (90) degree angle eighty-five and eight-tenths (85.8) feet in a northerly direction to a stake and land now or formerly of the State of Maine; thence one hundred twenty-six and forty-five hundredths (126.45) feet in an easterly direction along land of the State of Maine to a stake; thence seventy-eight and fifty-two hundredths (78.52) feet in a southerly direction along said land of said Westbrook Seminary and Junior College to the point of beginning.

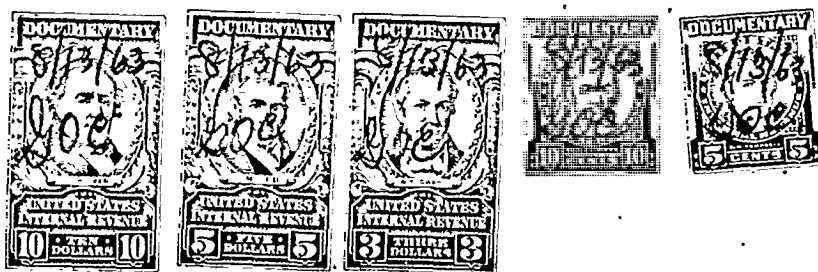
Being the same premises conveyed to the grantors by Clifford J. Knight and Alice M. Knight by their Deed of Warranty dated June 12, 1957, and recorded in Cumberland County Registry of Deeds in Book 2320, Page 415.

Chase
&

to

Westbrook
Seminary &
Junior
College

War



398

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said WESTBROOK SEMINARY AND JUNIOR COLLEGE, its successors

heirs and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its ^{successors} heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances;

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its ^{successors} heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof. I the said GEORGE O. CHASE

and RUTH B. CHASE

wife of the said GEORGE O. CHASE

joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this fifth day of August in the year of our Lord one thousand nine hundred and sixty-three

Signed, Sealed and Delivered
in presence of

Notary A. Lamb
to both

George O. Chase MD
Ruth B. Chase



State of Maine.

Cumberland

ss.

August 5, 1963.

Personally appeared the above named GEORGE O. CHASE and RUTH B. CHASE

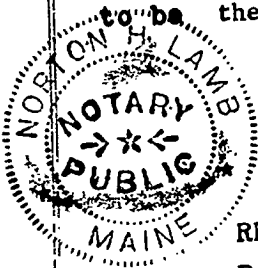
and acknowledged the foregoing instrument

to be their free act and deed.

Before me,

Notary A. Lamb

~~Justice of the Peace~~
Notary Public



AUG 13 1963

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 10 H 45 M A.M., and recorded in

BOOK 2767 PAGE 397 Edward P. T. Jones Register

That I, WILLIS W. JOHNSON, of Portland, in the County of Cumberland and State of Maine,

in consideration of One Dollar and other valuable considerations,

paid by WESTBROOK COLLEGE, a Maine corporation, located at said Portland.

the receipt whereof I **do hereby acknowledge, do hereby give, grant, bargain, sell and convey** unto the said WESTBROOK COLLEGE, its successors

make and assigns forever, a certain lot or parcel of land with the buildings thereon situated in said City of Portland on the Northerly side of College Street, and bounded as follows:- Commencing at a granite post standing on the Northerly side of College Street and located two hundred feet more or less Westerly of a lot of land conveyed by James P. Weston to C. A. Hayden by deed dated October 6, 1881, and recorded in Cumberland County Registry of Deeds, in Book 485, Page 77; and from said granite post running by a line N. 26 degrees E. one hundred and sixty-five feet to land formerly of the Portland Street Railroad Company; thence by line between this land and said Railroad Company land Southeasterly fifty-three feet to a point; thence S. 26 degrees W. one hundred sixty-three and 1/10 (163.1) feet to said side line of College Street and thence on said street line N. 64 degrees W. fifty-three feet to the granite post and point of commencing.

Meaning and intending to convey and hereby conveying all and the same premises conveyed by Will W. Johnson to Ruth S. Johnson by deed dated October 28, 1915 and recorded in the Cumberland County Registry of Deeds in Book 963, Page 174.

My title to the above described premises is derived under the Last Will and Testament of Ruth S. Johnson who died February 19, 1973 an abstract of whose will is recorded in said Registry of Deeds in Book 3382, Page 198.

On have and in hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said WESTBROOK COLLEGE, its successors

heirs and assigns, to its and their use and behoof forever.

And I do covenant with the said Grantee, its ^{successors} heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; except taxes assessed April 1, 1973 by the City of Portland, which said taxes are prorated as of the date of this conveyance;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Willis W. Johnson

and Phyllis B. Johnson

wife of the said Willis W. Johnson

joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 24th day of August in the year of our Lord one thousand nine hundred and seventy-three.

Signed, Sealed and Delivered
in presence of

[Signature]
[Signature]

Willis W. Johnson
Phyllis B. Johnson

State of Maine. Cumberland ss. August 24th 19 73.

Personally appeared the above named

Willis W. Johnson

and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Justice of the Peace
Notary Public

AUG 28 1973

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 2 14 PM, and recorded in

BOOK 3450 PAGE 69 *W. E. H. Houghton* Registrar

28398

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by Westbrook College, a corporation organized and existing under the laws of the State of Maine and located at 716 Stevens Avenue in said Portland in said County and State, the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said Westbrook College, its successors and assigns forever, certain real estate located in said Portland, lying Westerly of College Street and Southerly of Bishop Street, bounded and described as follows:

Beginning at a point on the Northerly line of the land of Portland Railroad Company where the same intersects with land hereby conveyed and land formerly of George H. Smardon, commonly known as the Smardon Gravel Pit, formerly Read's Gravel Pit; thence from said point North $19^{\circ} 30'$ East 28.68 rods; thence North 60° West Seven and thirty-two hundredths (7.32) rods to a point; thence South $74^{\circ} 45'$ West Thirty-six and sixty-four hundredths (36.64) rods to a point; thence North 5° West Two and fifty-six hundredths (2.56) rods; thence North 30° West Twenty-four and four tenths (24.4) rods; thence South 65° West Forty-seven and twelve hundredths (47.12) rods to center of ditch; thence up the center of said ditch towards what is known as pasture Two Hundred Ninety-eight (298) feet; thence in a straight line to a point in line of Evergreen Cemetery indicated by a spruce stump, said stump being on the intersection between land of said Cemetery and land conveyed by Luther B. Roberts to the said City of Portland; thence from said stump North $80^{\circ} 21'$ East Three Hundred Seventy-one and two tenths (372.2) feet to an angle; thence from said angle North $76^{\circ} 8'$ East, Five Hundred Ninety-six and twenty-two hundredths (596.22) feet to an angle; thence from said last named angle at a right angle South $12^{\circ} 52'$ East Seventy-five (75) feet to land of said Portland Railroad Company; thence about North $76^{\circ} 8'$ East by said Portland Railroad Company's land to the point of beginning.

Also a certain other parcel of land, abutting the above described premises and bounded and described as follows: Beginning at the center of the ditch between the hereinabove described premises and the land hereby conveyed and in line of land now or formerly owned by Adam Wilson and running Southerly by land of said Wilson to the Westerly corner of land of Evergreen Cemetery; thence South Twenty-four (24°) degrees East by land of said Cemetery One hundred and seventy-five (175) feet to a point; thence by land formerly of Dennis F. Gulliver, and being the premises hereinabove described, in a straight line to a point in the center of said ditch; said point being Two Hundred Ninety-eight (298) feet from the point of beginning; thence down the center of said ditch to the point of beginning.

Excepting and reserving from the above described premises that portion thereof conveyed by the Grantor to Central Maine Power Company by deed dated February 26, 1967, recorded in said Registry of Deeds in Book 2989, Page 13.

This conveyance is made subject to the right-of-way or easement granted by the Grantor to Central Maine Power Company by deed dated December 13, 1951, recorded in said Registry of Deeds in Book 2055, Page 463.

Reserving to the Grantor, its successors and assigns, the right perpetually to enter at any and all times upon a strip of land fifty (50) feet in width lying equally on either side of the storm drain and upon a strip of land fifty (50) feet in width lying equally on either side of the brook presently located on the premises herein conveyed and the right perpetually to maintain, repair, rebuild, relocate, or remove said storm drain and brook with all necessary fixtures and appurtenances within said strips of land, granting to the Grantee, its successors and assigns, the use and enjoyment of said strips of land for such purposes only as will in no way interfere with the perpetual use thereof by the Grantor, its successors and assigns, for the purposes above mentioned, except that no buildings or structures may be erected within said strips of land. Also reserving to the Grantor, its successors and assigns, the right perpetually to enter at any and all times upon the premises herein conveyed for the purpose of access and egress by itself, its servants and/or agents to and from said strips of land.

Being the same premises conveyed to the Grantor by deed of James Gulliver, Administrator, d.b.n.c.t.a., of the Estate of Stephen Gulliver by deed dated August 23, 1935, recorded in said Registry of Deeds in Book 1476, Page 441.

Also a certain lot of land lying in the rear of College Street, in the City of Portland, bounded and described as follows, to wit:

Beginning at a point on the Northerly side line of College Street and at the Westerly corner of land belonging to Francis L. Stone; thence North 25° 22' east by land of said Stone eighty-seven and nineteen one hundredths (87.19) feet to land of the Portland Railroad Company; thence North 62° 26' west by land of said Portland Railroad Company four hundred and thirty-one and ninety three one hundredths (431.93) feet to a point; thence North 76° 08' east by land of said Portland Railroad Company five hundred (500) feet to a point; thence north 13° 52' west seventy-five (75) feet to a point; thence south 76° 08' west five hundred and ninety-six and twenty-two one hundredths (596.22) feet to a point; thence south 80° 21' west three hundred and seventy-one and two tenths (371.2) feet to the stump of a large spruce tree in the boundary of Evergreen Cemetery; thence easterly by land of Evergreen Cemetery and land of Pine Grove Cemetery about seven hundred and sixty (760) feet to a point on the end of College Street; thence north 24° 55' east by the end of College Street thirty and thirty-five one hundredths (30.35) feet to a stone

- 3 -

monument at the end of the northerly side line of College Street; thence south 65° 05' east one hundred and twelve and ninety-four one hundredths (112.94) feet by the northerly side line of College Street to the point of beginning. Said premises being a part of the several promises conveyed to Luther B. Roberts by deed of S. K. Hamilton, Admr., dated June 22, 1910, and by deed of Daniel H. Reed to Luther B. Roberts, dated July 26th, 1909, recorded in Cumberland, ss. Registry of Deeds, Book 843, Page 402, to which several deeds, and the references contained, reference is hereby made for further particulars of description.

Excepting and reserving from the above described premises that portion thereof conveyed by the Grantor to Alice M. Knight by deed dated January 17, 1947, recorded in said Registry of Deeds, in Book 1852, Page 109.

Being the same premises conveyed to the Grantor by Luther B. Roberts by deed dated June 24, 1910, recorded in said Registry of Deeds in Book 861, Page 282, and subject to the reservations contained therein.

By acceptance of this deed, Grantee covenants and agrees that it will:

1. Provide a landscape buffer zone at least twenty-five (25) feet in width along the northerly and easterly lines of the premises herein conveyed in a manner satisfactory to the Planning Board of the City of Portland.
2. Secure from said Planning Board prior site plan approval for development of all or any part of the premises herein conveyed as such development shall occur.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Westbrook College, its successors and assigns forever.

AND the said Grantor Corporation does covenant with the said Westbrook College, its successors and assigns, that it will warrant and forever defend the premises to it the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the said City of Portland has caused this instrument to be sealed with its corporate seal and signed in its corporate name by JOHN G. DE PALMA, its Director of Finance, thereunto duly authorized, this 8th day of November in the year one thousand nine hundred and seventy-three.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

CITY OF PORTLAND

Patricia E. Mearns

By *John G. DePalma*
Director of Finance

STATE OF MAINE
CUMBERLAND, ss.

Nov. 8, 1973.

Personally appeared the above named John G. DePalma, Director of Finance of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Patricia E. Mearns
Justice of the Peace
Notary Public

NOV 8 1973

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 2 27 PM, and recorded in

BOOK 3481 PAGE 255 *W. Ruth Mearns* Register

Institutional Development Plan

February 2025



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1. CONTEXT

Since its inception as Westbrook Seminary in 1831, the University of New England (UNE) Portland campus has been an integral part of the Portland community, providing innovative and diverse education opportunities for its students. The campus has undergone strategic growth and curriculum enhancements to effectively meet the evolving educational and workforce requirements of Portland, Maine, and beyond.

UNE is recognized as a leading educator of healthcare professionals and is one of a handful of private universities with a comprehensive health education mission including medicine, pharmacy, dental medicine, nursing, and an array of allied health professionals. UNE's interprofessional education initiatives prepare future healthcare professionals to practice comprehensive and collaborative team-based care.



Mission, Vision, and Core Values

UNE is guided by its Mission, Vision, and Core Values, as well as its strategic plan entitled, *Our World, Our Future*, which was developed in 2018 and continues to guide the University forward today.

Mission

UNE prepares students to thrive in a rapidly changing world and, in so doing, to improve the health of people, communities, and our planet.

Vision

UNE realizes this mission through their commitment to a distinctive approach to education that puts UNE among the most experientially driven institutions of higher education in the nation. UNE provides teaching and learning that conjoins problem-based and hands-on learning, liberal education, and professional training to immerse students in an educational experience that prepares them with:

- Habits of mind, such as cultural, quantitative, and information literacy, critical thinking, tolerance for ambiguity, and problem-solving skills;
- Discipline-based knowledge in their chosen programs of study; and
- Professional competencies, including emotional intelligence, the ability to collaborate in diverse teams, the skills to communicate persuasively, and the attributes to be thoughtful leaders.



UNE is an institution that challenges students to learn broadly, master their professional skills, ask probing questions, and engage in respectful discourse in the context of a robust marketplace of ideas. In this way, students prepare themselves for further study and successful careers, deeply rewarding lives, and meaningful contributions to their communities and the world.

Core Values

UNE is guided by the following values, essential to the culture of the UNE community.

Student Centeredness - We put the aspirations, needs, and success of our students at the center of all we do.

Diversity, Inclusion, Connection - We believe the benefits of a richly varied campus community arise not only from the diversity of its people but also from a sense of belonging and the context this creates to explore and celebrate differences in backgrounds, experiences, and perspectives, underpinned by a sense of cultural humility and a commitment to ethical ideals.

Relentless Inquiry - We take nothing for granted and view thoughtful — even uncomfortable — questioning and civil discourse as essential to the pursuit of knowledge, contribution to society, and a life worth living. Our commitment to university-wide academic freedom is fundamental to this value.

Boundary Crossing - Solutions to the complex and varied challenges we face in our personal and professional lives, our communities, and society will not be found in any single discipline, college, physical location, or individual. Thus, our ability to move easily across such boundaries in order to collaborate with colleagues makes us better problem solvers and more likely to succeed in whatever ventures we undertake.

Learning Everywhere - We believe that teaching and learning should occur beyond traditional classrooms and laboratories — in any place ripe for inquiry and experimentation, including clinics, environmental and field-study sites, online forums, libraries, museums, theaters, and places of civic engagement, among many others.

Progressive Change - We are not afraid to take thoughtful risks in the pursuit of our shared goals. Our mindset is to strategically forecast and plan for possibilities in an unknown future.

Stewardship of Our Planet - We are committed to promoting environmental, social, and economic well-being to improve the health of individuals, communities, and ecosystems.

UNE's strategic plan, *Our World, Our Vision*, further outlines six strategic priorities that the University will focus on over the next five years.

- Provide Exceptional, Innovative Teaching and Experiential, Collaborative Learning Experiences
- Optimize Enrollment, Progress to Graduation, and Lifelong Learning
- Produce Focused Research and Scholarship
- Ensure a Welcoming, Inclusive, and Vibrant Community
- Expand Engagement with Local, Regional, and Global Partners
- Foster a Strong and Sustainable Resource Base

Current Campus Programming

The UNE Portland campus is primarily a graduate campus, focused on educating health professionals, and is currently home to three of the University's premier Colleges: the Westbrook College of Health Professions, the College of Dental Medicine, and the College of Graduate and Professional Studies. The **Westbrook College of Health Professions (WCHP)** includes more than 1,000 students, faculty, and staff working in graduate programs in Social Work, Physician Assistant, Occupational Therapy, Physical Therapy, and Nurse Anesthesia, and undergraduate programs in Nursing and Dental Hygiene. The WCHP is also home to the Interprofessional Simulation and Innovation Center, which provides training opportunities for both students and healthcare professionals from the region through the use of high-tech patient simulators. In the fall of 2013, the **UNE College of Dental Medicine** unveiled a state-of-the-art Oral Health Center, built on Stevens Avenue, as it welcomed its inaugural class of dental students on campus. The **College of Graduate and Professional Studies** is the University's online college (e.g., UNE Online), whose faculty and staff are also located on campus. UNE Online serves adult learners seeking promising careers in healthcare, education, and management, offering a range of professional graduate degrees and certificates. UNE Online oversees the University's Continuing Education efforts. These are professional certificate programs designed to meet the needs of the regional and national workforce. The **School of Pharmacy** welcomed its inaugural class of 100 students in fall 2009 within a newly erected building on Stevens Avenue; distinguished for its emphasis on research and development, the UNE School of Pharmacy offers a Pharm.D. Degree.

Campus Programming

Currently, the following programs are offered in person on the University's Portland campus:

- Dental Medicine
- Dental Hygiene
- Nursing
- Nurse Anesthesia
- Occupational Therapy
- Pharmacy
- Physical Therapy
- Physician Assistant
- Health, Wellness, and Occupational Studies
- Osteopathic Medicine (anticipated July 2025)

In addition to the academic offerings on campus, the University operates two clinics on campus which are open to the public: the Oral Health Center and the Dental Hygiene Center. The Oral Health Center serves as the clinical education hub for UNE's College of Dental Medicine, offering a wide range of oral health services to the community supervised by licensed faculty dentists. Services include cleanings, checkups, fillings, root canals, crowns, veneers, extractions, x-rays, partial dentures, dentures, bridges, and implants. In 2023, it provided low-cost care for 16,701 patient visits (over 139,000 visits in the last 10 years). The Dental Hygiene Clinic, serving as the clinical education center for the University's Dental Hygiene program, provides services such as oral inspections, nutritional counseling, scaling and plaque removal, sealant placement, oral hygiene instruction, blood pressure screenings, x-rays, fluoride treatments, and mouth guard fabrication. In 2023, it provided low-cost care for 2,540 patient visits (over 11,400 in the last 4 years).

UNE North

In addition to the University's academic programs and clinics, the campus includes UNE North, the Institute for North Atlantic Studies of the University of New England, located at 1075 Forest Avenue. UNE North is a signature interdisciplinary center that convenes faculty, professional staff, and students to partner with stakeholders from across the global North to address critical social, environmental, healthcare, and economic challenges in the North Atlantic and Arctic regions.

UNE North connects UNE's expertise with a robust network of academic, business, government, and non-governmental organizations to foster productive partnerships and solve common problems. UNE North supports students from across the University's colleges and disciplines to engage with this work, through their studies, and in their future careers.

Grounded in the United Nations Sustainable Development Goals, UNE North is a leader in promoting sustainable development in Maine, New England, and throughout the North Atlantic and Arctic region. UNE North is also focused on exploring innovative and scalable approaches to expand access to quality healthcare, particularly in underserved rural communities, through tools such as telehealth and digital medicine and by using pedagogical models such as collaborative interprofessional education. UNE North collaborates with the University's colleges to envision new academic programs, cultivate new research partnerships, and advance new study abroad opportunities for students.



Center for Global Humanities

The campus is also home to UNE's Center for Global Humanities (CGH), where prominent thinkers convene to interact with UNE students and the local community. The CGH hosts free, open to the public lectures and films dedicated to exploring the human condition in the 21st century.

Cultural Institutions

The campus also hosts two important Portland cultural institutions – the Maine Women Writers Collection, and the UNE Art Gallery.

1. Context



Maine Women Writers Collection

The UNE Art Gallery on campus was established in 1977 as the Joan Whitney Payson Gallery of Art. The gallery has a rich history of exhibitions, houses the University's permanent collection, and continues to bring imaginative and thought-provoking shows to UNE and to the public.

The Maine Women Writers Collection was founded in 1959 by Grace Dow and Dorothy Healy to preserve and make available the writings of Maine women who had achieved literary recognition. Designated as a national Literary Landmark, the Maine Women Writers Collection hosts local women's studies programs and national conferences.



UNE Art Gallery

Campus History

The UNE Portland campus has a long history, dating back to 1830, with the founding of a co-educational boarding school called Westbrook Seminary. Established by the Kennebec Association of Universalists, the charter for Westbrook Seminary was signed by then Governor Daniel Smith on March 4, 1831. The campus's original eight acres were a gift to the Association from Zachariah Stevens, after whom Stevens Avenue is named. The first class was held on June 9, 1834, in the newly constructed Seminary Building, which is now called Alumni Hall.

By the 1890's, the Seminary offered four courses of study: a three-year English course and four-year programs titled scientific, ladies' classical, and preparatory. In the last part of the 19th century, the Seminary added chemistry and physics labs to Alumni Hall and promoted a serious interest in athletics that led to the construction of McArthur Gymnasium in 1900. Other notable buildings constructed during this time to support the expanding curriculum include Goddard Hall (1857), Ludcke Auditorium (1867), and Hersey Hall (1869).

Westbrook Junior College

Westbrook Seminary existed for 91 years until 1925 when the name was changed to Westbrook Junior College. As Westbrook Junior College, the school became a career-oriented women's two-year college, which prepared students to transfer as juniors to four-year colleges or universities. Under the guidance of president Dr. Milton D. Proctor, enrollment increased steadily through the 1930's, 40's, and 50's. During this period, new buildings were added on College Street and Stevens Avenue. In 1952 a new large multi-purpose building was erected and dedicated to Milton D. Proctor, Proctor Hall.

In 1958, Dr. Edward Y. Blewett became president of Westbrook Junior College. During his tenure, with generous assistance of the W.K. Kellogg Foundation, a Department of Dental Hygiene was established. Westbrook Junior College became the first residential junior college in the United States to offer a dental hygiene degree. In the 1960's, with the sustained growth and financial support from major grants and federal money, construction of six new buildings occurred: Coleman Hall (1961), Alexander Hall (1962), Linnell Hall (1962), McDougall Hall (1962), Ginn Hall (1962), and Blewett Hall (1967).



Westbrook Seminary Building, circa 1834

Westbrook College

On July 1st, 1970, Westbrook Seminary and Junior College entered a new stage of educational service with a new name, Westbrook College. Looking toward the future and prompted by federal legislation that prohibited the granting of federal funds to colleges that practiced gender discrimination, the College returned to co-educational.

The first Westbrook College male students enrolled in the 1973 fall semester. In 1975, the Art Gallery was constructed and opened. In the 1980's and early 1990's, the College continued to build upon the 1970's decisions and made a firm commitment to four-year programs that combined liberal arts with professional education. The new Abplanalp Library was constructed at the rear of the existing McArthur Gymnasium and opened in 1986, contributing to the College's academic strength, while the new Finley Recreation Center was completed in 1989, providing sports and leisure opportunities.

University of New England – Portland Campus

Through his tenure from 1987-1996, President William D. Andrews guided the College's transition from associate degree programs to baccalaureate degree programs. During this period, the College found itself caught in national trends of enrollment that especially hit small colleges hard. Seeking to bring Westbrook College into the 21st century, the Trustees voted to merge with the University of New England in Biddeford. On July 31st, 1996, the merger took place under the original 1831 Westbrook College charter.

Under the leadership of President Sandra Featherman, the Westbrook College campus of the University of New England has become a center of national excellence in health professions education. The current focus on interprofessional and experiential education, and recent and ongoing campus renovations, ensure a proud future for an institution that has enriched the lives of students, alumni, neighbors, and friends for the last 189 years.

Site & Neighborhood Context

The UNE campus occupies a 72-acre site in the Deering Center area of Portland and is bounded by Warren Avenue, Bishop Street Extension, and Bishop Street to the north; Stevens Avenue to the east; and the Evergreen Cemetery and Central Maine Power Utility Corridor to the south (see **Figure 1.1**). Within the campus there are several residential properties not owned by UNE along College Street. Also within the campus is the Westbrook College Historic District. UNE owns parcels located outside of campus proper at 812 Stevens Avenue, 798 Stevens Avenue, 32 Bell Street, and 1075 Forest Avenue (also known as UNE North).

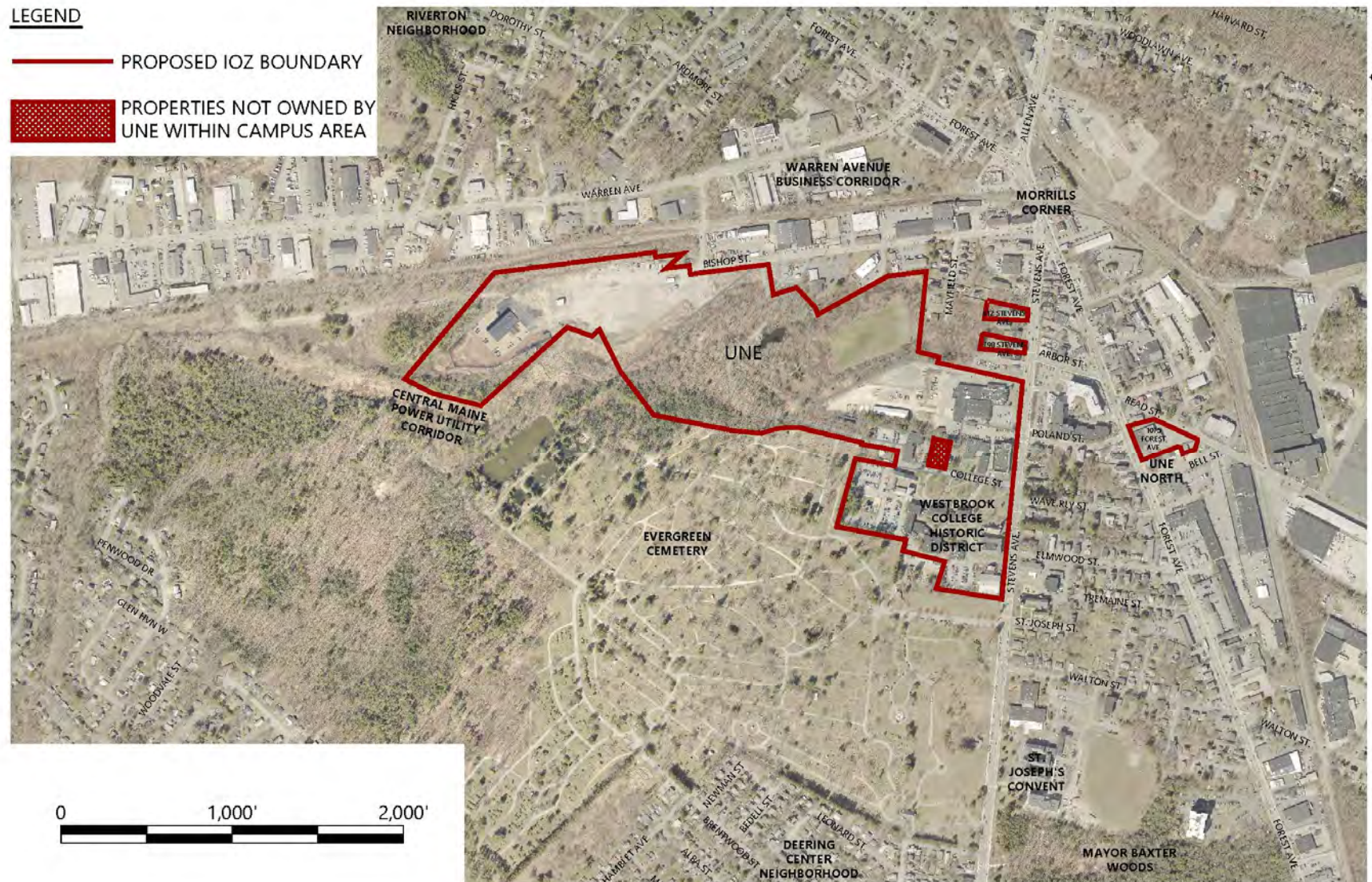


Figure 1.1 UNE Campus Site & Neighborhood Context Map

1. Context

To the north of the campus, the area includes the Riverton Neighborhood, the Warren Avenue Business Corridor, and Morrill's Corner. To the south of the campus, the area includes St. Joseph's Convent, Mayor Baxter Woods, and the Deering Center Neighborhood. As stated above, the campus is adjacent to the Evergreen Cemetery, which is a 239-acre cemetery and National Historic Landmark established by the City in 1854. The Evergreen Cemetery is also utilized by the community for recreation and offers important community greenspace and recreational amenities including a network of forested trails for walking, cross-country skiing, and bird watching. Ponds located on the cemetery property also offer valuable habitat for wildlife.

Land Use

Land uses on campus and in the surrounding neighborhood include post-secondary facilities, institutional, business, residential, open space, transportation and utility uses (see **Figure 1.2**). Beyond the campus boundaries, the area includes the Stevens Avenue Congregational Church, Stevens Square Community Center, St. Joseph's Catholic Church, a catholic elementary school, St. Brigid, the Samuel Wilde Memorial Chapel, and the Portland Recovery Community Center. Business uses

generally run along Warren Avenue, Bishop Street, Stevens Avenue and Forest Avenue and range from industrial to neighborhood food establishments and retail. Residential uses, the majority being detached single family homes, can be found in the area north of Warren and Woodlawn Avenues, between Stevens and Forest Avenue as well as south of Evergreen Cemetery. There are also a few multi-unit residential uses including The Park Danforth, a retirement community across from campus, and the Deering Pavilion, which provides senior living apartments. The open space uses in the area include Evergreen Cemetery, which has trails that connect to campus greenspace, and Mayor Baxter Woods.

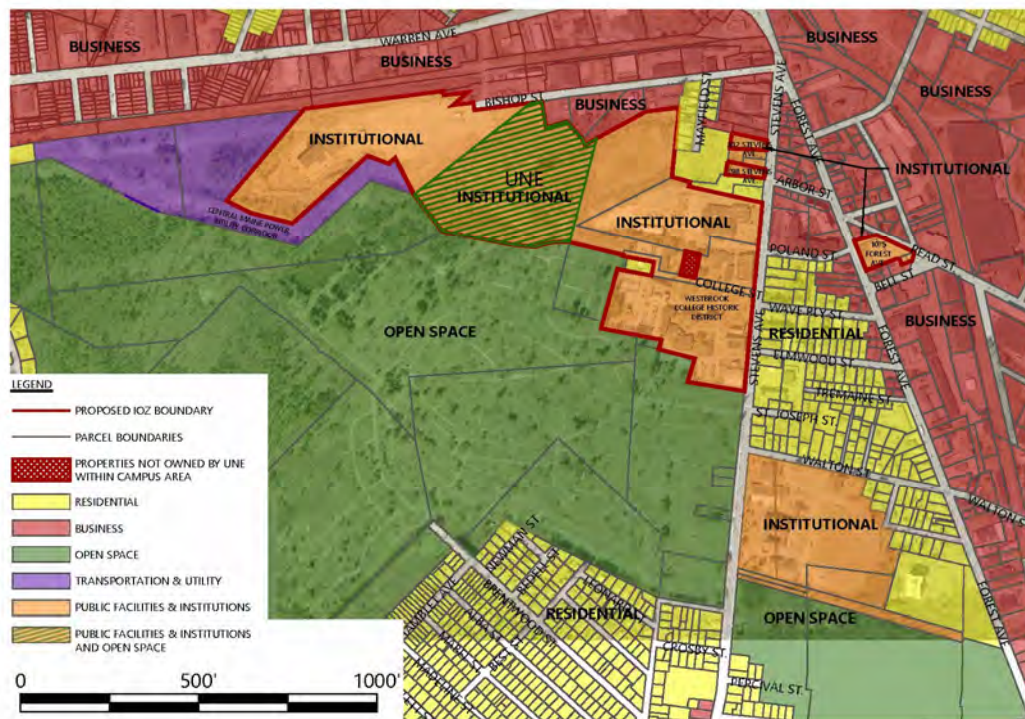


Figure 1.2 UNE Campus Site & Neighborhood Context: Existing Land Use

Zoning

The UNE campus is currently located within several zoning districts, including RN1 and RN3 Residential, IH Industrial – High Impact, IM Industrial – Moderate Impact, and B2 Business Community. Although the campus has remained in its original physical location since its establishment, the

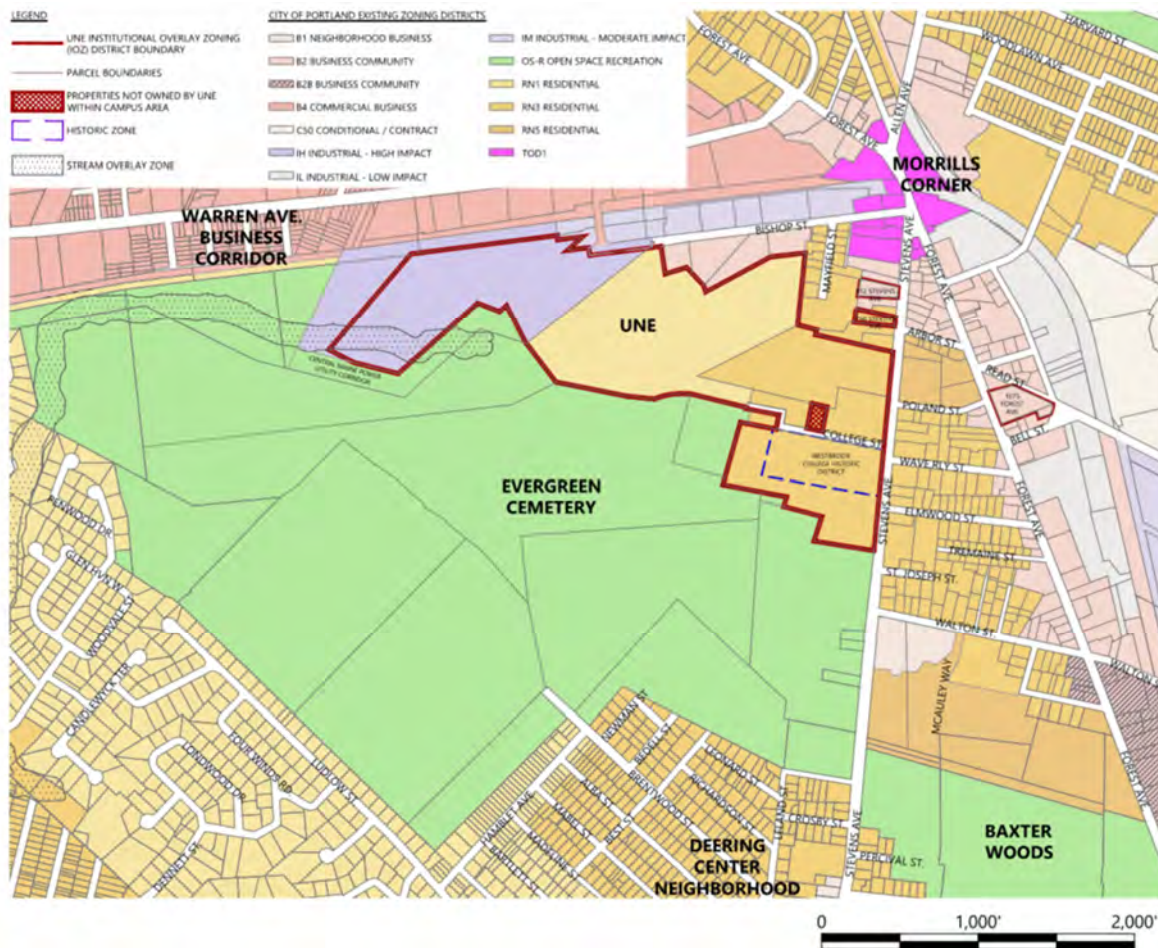


Figure 1.3 UNE Campus Site & Neighborhood Context: Existing Zoning

existing underlying zoning regulations do not effectively facilitate institutional development, as they primarily cater to residential and industrial uses. The campus core is located within the R5 Residential district, in which institutional uses are only conditionally allowed. Due to the inadequacy of the base regulatory framework of these zoning districts, development on the campus has historically been governed by these zones through conditional use. UNE has developed this Institutional Development Plan (IDP) and new Institutional Overlay Zone (IOZ) to better support the institutional needs of the campus. See **Figure 1.3** for a map of UNE's IOZ in its zoning context. As part of the IOZ process, UNE will simultaneously seek to change the underlying zones within the campus to B2 Business Community and OS-P Open Space Preservation. See **Figure 1.4** for the proposed zoning map. This change will allow for simplification of the IOZ Regulatory Framework, will more accurately reflect the current uses within the campus, and will complement the surrounding zoning.

1. Context

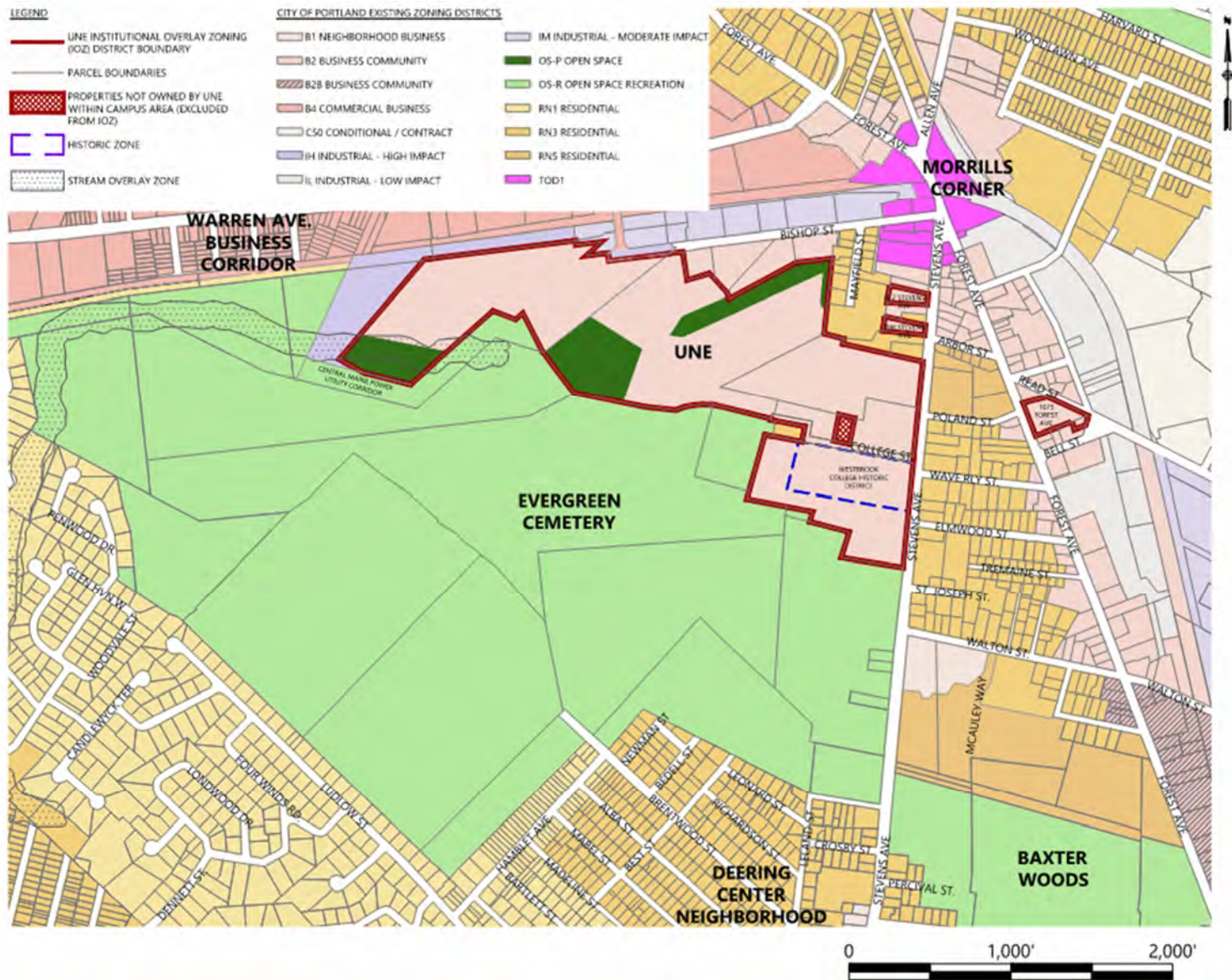


Figure 1.4 UNE Campus Site & Neighborhood Context: Proposed Zoning

Current Campus Buildings

The UNE campus includes 25 separate facilities and 11 parking areas, with a historic campus core located in the southeastern quadrant of the campus, centered around a Campus Quad (see **Figure 1.5**).



FACILITIES

- 1 Finley Recreation Center
- 2 Pharmacy Building
- 3 Ludcke Auditorium
- 4 Coleman Dental Hygiene Building
- 5 Goddard Hall
- 6 Hersey Hall
- 7 Biewett Hall
- 8 Parker Pavilion
- 9 WCHP Lecture Hall
- 10 Proctor Hall
- 11 Art Gallery
- 12 Alumni Hall
- 13 Adiprasalp Library
- 14 Ginn Hall
- 15 McDougall Hall
- 16 Safety and Security/ Shuttle Terminal
- 17 Alexander Hall
- 18 Linell Hall
- 19 Oral Health Center
- 20 Facilities Management
- 21 Girard Innovation Hall
- 22 Graduate Admissions
- 23 UNE North (see inset)
- 24 Gulliver's Field (see inset)
- 25 Harold and Bibby Alford Center for Health Sciences (opening June 2024)
- 26 Department of Campus Services Maintenance Facility

The UNE Portland Campus is proud to be on the National Register of Historic Places (1977) and to be the original home of Westbrook Seminary (1831-1929), Westbrook Junior College (1929-1970), and Westbrook College (1970-1996).

PARKING

- 3 Innovation Hall South: Patient Parking ONLY
- 4 Oral Health Center: Patient Parking ONLY
- 5 Behind Ginn/McDougall Halls
- 6 Behind Library
- 7 Behind Proctor Hall
- 8 Finley Recreation Center
- 9 Handicap Parking
- Additional UNE Parking Available (see inset)
- 1 812 Stevens Avenue
- 2 Innovation Hall Rear
- 9 Stevens Avenue Congregational Church (2 Middle Rows, Mon-Fri)
- 10 UNE North: 1075 Forest Avenue (South Side Only)
- 11 Bishop Street Extension Lot



PORTLAND CAMPUS



Figure 1.5 Campus Map

Table 1.1
Campus Facilities

<i>Facility Number on Campus Map</i>	<i>Facility Name</i>	<i>Total Floor Area (SF)</i>	<i>Building Height (FT)</i>	<i>Use</i>
1	Finley Recreation Center	20,000	36	Recreation
2	School of Pharmacy Building	46,380	55	Academic and research facility
3	Ludcke Auditorium	9,676	42	Auditorium
4	Coleman Hall	10,718	22	Dental Hygiene Program and Clinic
5	Goddard Hall	12,696	48	Academic support with classrooms and faculty offices
6	Hersey Hall	22,170	55	Academic offices
7	Blewett Hall	31,650	32	Classrooms and laboratories
8	Parker Pavilion	6,600	22	Academic support
9	WCHP Lecture Hall	(Parker Pavilion)	22	Lecture hall
10	Proctor Hall	31,074	56	Classrooms and lecture halls
11	Art Gallery	2,890	30	Artwork exhibitions
12	Alumni Hall	9,809	40	Administrative offices, meeting rooms, student study lounge
13	Abplanalp Library	26,636	38	Library
14 + 15	Ginn and McDougall Halls	34,091	40	Support offices
16	Safety and Security / Bus Terminal Building	720	20	Office space

Table 1.1 (continued)

Campus Facilities

<i>Facility Number on Campus Map</i>	<i>Facility Name</i>	<i>Total Floor Area (SF)</i>	<i>Building Height (FT)</i>	<i>Use</i>
17	Alexander Hall	13,912	22	Student Union complex; dining hall; campus bookstore
18	Linnell Hall	12,762	26	Support offices; Student Health Clinic
19	Oral Health Center	40,300	42	Dental clinic and simulation lab for College of Dental Medicine
20	Facilities Management Building	2,300	30	Offices and maintenance shop
21	Innovation Hall	66,794	34	Academic support offices, classrooms, student study spaces, multi-function meeting space
22	UNE North (1075 Forest Avenue)	18,000	20	UNE North program; storage
23	Gulliver's Field	2.5-acres	N/A	Soccer and athletic field
24	Harold and Bibby Alford Center for Health Sciences	112,000	54	College of Osteopathic Medicine (COM)
25	Department of Campus Services Maintenance Facility	14,500	28	Maintenance Facility

Table 1.1 (continued)**Campus Facilities**

<i>Parking Facility Number on Campus Map</i>	<i>Lot Description</i>	<i>Total Parking Area (SF)</i>	<i>Total Number of Parking Spaces</i>	<i>Number of ADA Spaces</i>	<i>Number of EV Charging Spaces</i>
1	812 Stevens Avenue	8,300	30	0	0
2	COM	72,000	182	6	36
3	Innovation South	14,600	33	0	0
4	Oral Health Center	14,600	24	2	1
5	Ginn/McDougall Halls	12,400	28	0	2
6	Behind Library	37,800	103	4	0
7	Behind Proctor Hall	48,700	121	5	0
8	Finley Recreation Center	30,800	89	2	0
9	Stevens Avenue Congregational Church	14,000	31	2	0
10	UNE North: 1075 Forest Ave	31,200	72	0	0
11	Bishop Street Extension Lot	130,000	334	10	70
N/A	Ludcke	1,500	3	2	0
N/A	Hersey Circle	4,500	4	0	0

Property Ownership

UNE owns a number of properties that make up the Portland campus, listed in **Table 1.2** below.

Table 1.2

UNE Owned Properties in the City of Portland

<i>Parcel Address</i>	<i>Current Land Use</i>	<i>Parcel Address</i>	<i>Current Land Use</i>
Contiguous Campus Core			
684 Stevens Avenue	Post Secondary School	63 College Street	Post Secondary School
706 Stevens Avenue	Post Secondary School	79 College Street	Post Secondary School
710 Stevens Avenue	Post Secondary School	83 College Street	Post Secondary School
714 Stevens Avenue	Post Secondary School	0 Bishop Street	Post Secondary School / Parking
772 Stevens Avenue	Post Secondary School	Outparcels	
1 College Avenue	Post Secondary School	812 Stevens Avenue	Post Secondary School
31 College Street	Post Secondary School	1075 Forest Avenue	Post Secondary School
41 College Street	Post Secondary School	32 Bell Street	Post Secondary School
51 College Street	Post Secondary School	798 Stevens Avenue	Post Secondary School

Functional Land Use Links

There are four outparcels associated with UNE's Portland campus, as shown in **Table 1.2**. While not immediately connected to UNE's contiguous campus, the outparcels have distinct uses and contribute to UNE's operations. 1075 Forest Avenue houses the UNE North program within an existing 18,000 SF, 20-foot-tall building. Parking for this facility is provided on the site, and on the adjacent 32 Bell Avenue. 812 Stevens Avenue contains a 3,500 SF, 24-foot-tall facility that was formerly a dental office, but was damaged in a fire and subsequently donated to UNE. The building is currently vacant, but the associated parking lot is utilized by UNE for parking. 798 Stevens Avenue was recently acquired by UNE and contains a residential building; UNE does not currently have specific plans for that building and anticipates it may be used as housing for UNE faculty in the future. Connectivity between the outparcels and the contiguous campus is provided by a well-established network of public sidewalks, roadways, and bike routes, which are further described in Chapter 3, Transportation, of this IDP.

The Bishop Street Intermodal Transportation Facility, while one UNE's contiguous campus, is located at the end of Bishop Street away from the core campus. There is a shuttle bus provided between the more remote Bishop Street lot and the campus core to increase the lot's usage. There is a heated shelter with Wi-Fi at each end of the shuttle route to encourage ridership. The Bishop Street lot does not require a parking permit, providing free parking to further encourage its use. The shuttle runs continuously from 7 AM to 7 PM. With these incentives, parking in this remote lot has increased significantly.

Current Campus Populations

The UNE campus focuses mainly on graduate health professions programs and operates as a commuter (non-residential) campus. Clinical experience is integral to all academic programs, with varying criteria for timing and duration. As students rotate into clinical settings, the campus population fluctuates throughout the academic year. UNE boasts around 100 clinical affiliations, spanning 65 sites in Portland and over 450 statewide.

In recent years, the total number of students and staff present on campus has been declining, in part due to the COVID-19 pandemic, and the shift towards offering a hybrid model of study where students can attend classes online. Flexible work arrangements are also available for faculty, with UNE encouraging non-student facing personnel to work remotely when feasible. **Table 1.4** summarizes the full-time equivalent (FTE) student, faculty, and professional staff present on campus since 2016.

Table 1.3

FTE Student, Faculty, Professional Staff, and Patient Visits Data

Year (Fall Matriculation)	FTE Student Population	Full-time Faculty and Professional Staff	Total Full-time Campus Population	Patient Visits (Dental Hygiene & Medicine)
2016	1,362	470	1,832	20,745
2017	1,304	472	1,776	21,465
2018	1,282	467	1,749	21,295
2019	1,247	456	1,703	25,035
2020	1,162	442	1,604	20,580
2021	1,198	578	1,776	20,403
2022	1,098	541	1,639	20,009
2023	979	568	1,547	19,241

Typically, students complete their degree programs on either the Portland or Biddeford campus, with faculty and staff primarily assigned to one campus. While some commuting between campuses does occur, the trend towards remote work and the use of virtual meeting platforms like Zoom has led to fewer faculty and staff traveling between campuses for meetings, resulting in reduced traffic in the surrounding areas.

In addition to accommodating students, faculty, and professional staff, the campus regularly hosts special events and functions utilizing its larger venues, including the function halls in Innovation Hall, Ludke Hall, and Parker Pavilion, as well as occasionally outdoors on the main campus green. These events typically occur outside of regular university operational hours, often on Saturdays, Sundays, and after 5 pm on weekdays, to minimize disruption to core educational activities.

Baseline Characteristics of the Institution

Existing Resources

Historic

UNE's campus includes one of the twelve locally designated historic districts in the City of Portland, the Westbrook College Historic District, which is also nationally registered. The Westbrook College Historic District is composed of a cohesive, homogeneous group of nineteenth and twentieth century buildings that initially formed the rural campus of Westbrook Seminary. The district includes six buildings on the campus that were built between 1834 and 1952:

Westbrook Seminary Building (now Alumni Hall) built in 1833, this building was the first erected in the district, and was originally built with a tower relocated from the Market House in Portland.

Goddard Hall and Hersey Hall were the next buildings erected, in 1857 and 1869, respectively. They were sited at a right angle to Alumni Hall, beginning the idea of a campus quadrangle.

The Universalist Church (now Ludcke Hall) was designed by Francis H. Fassett in 1867 to front on Stevens Avenue, with its axis paralleling that of Goddard and Hersey halls and is Gothic Revival in style.

McArthur Gymnasium (now part of Abplanalp Library) was built in 1900 and designed by Francis H. and Edward F. Fassett. Its location beside Alumni Hall reinforced the campus plan of an L-shaped grouping of buildings facing a quadrangle.

Proctor Hall was erected in 1952 between Hersey Hall and Alumni Hall, effectively closing the L-shaped campus group that compliments the massing and style of Goddard and Hersey Halls.

To date, Goddard, Hersey, and Alumni Halls have undergone historical interior renovations and have maintained and/or restored the exteriors to their original grandeur and color. Similarly, modifications to Ludcke and Proctor Hall, and the Abplanalp Library have been completed in conformance with all applicable historic preservation regulations and considerations. The renovation of Alumni Hall was awarded the 2016 Honor Award by Maine Preservation. As UNE expands its campus, it remains mindful of its historical character, aiming to design new facilities that harmonize with the existing historic district.

Existing Open Space and Natural Resources

UNE's campus boasts significant open space with its large campus green located at the main entrance on College Street, and through its preservation of existing freshwater wetland areas. The campus consists of natural area, open space, and ample opportunity for both passive and active recreation for students and the surrounding community offering amenities such as biking and walking trails, a central campus quad in the Westbrook College Historic District, tree-lined streets and pedestrian pathways, and forested area that offers wildlife and bird watching. The Portland Trails Forest City Trail crosses campus along College Street and provides a connection between on- and off-site recreational opportunities. UNE is committed to partnering with Portland Trails to extend their nearly 70-mile network of trails onto the Campus, with the goal of safely linking the Evergreen Cemetery section of walking paths to those in North Deering and providing more opportunities for the community to access Portland's open space and natural areas. The forested areas of campus are host to hardwood and coniferous tree species and emergent wetland species. These vegetative species comprise the riparian forest and scrub-shrub wetland complex surrounding the Capisic Brook headwaters. The City of Portland has identified Capisic Brook as its highest priority watershed and has outlined implementation measures to address water quality in the watershed, as summarized in the Capisic Brook Watershed Management Plan. UNE recognizes the ecological role the campus natural resources provide and is committed to implementing measures that promote groundwater recharge, increase flood capacity, reduce downstream erosion and pollution, and benefit wildlife habitat. A review of existing natural resources including open space and recreation, ecological communities, aquatic resources, and the Capisic Brook Watershed; an assessment of potential impact and impact avoidance of proposed future development; natural resource protection measures; and a review of the campus's operational sustainability is provided in Chapter 4, Environmental Plan, of this IDP.

Existing Transportation System

The campus is serviced by a variety of transportation infrastructure, including several arterial highways in close proximity with convenient access to Maine Turnpike (via Riverside Street, Warren Avenue and Bishop Street) and access to I-295 via Forest Avenue; metro transit bus service; pedestrian infrastructure; EV charging stations; and a bicycle network. The new connector drive allows direct access for UNE community members between the core campus and Bishop Street, allowing users to bypass Morrill's Corner. Based upon the last traffic impact study, performed for the recent permitting process for the relocation of the College of Osteopathic Medicine (COM) to the Portland campus, all campus drives operate at good levels of service ("A" or "B") with no capacity constraints. Stevens Avenue has dedicated marked bike lanes from Pleasant Avenue to south of Bishop Street, providing direct access to the campus. Similarly, there are dedicated bike lanes on Forest Avenue within the campus vicinity, excluding Morrill's Corner where there are shared motor vehicle – bike lanes. UNE provides bicycle racks at a ratio of 1 bicycle rack space per every 20 UNE community members. There is access to showers and lockers facilitating bicycle commuting. Transit service is provided via Greater Portland Metro Route 9, which connects downtown Portland to North Deering via Stevens Avenue and also by Metro Route 2, which connects downtown Portland to Riverton via Forest Avenue. There are two Route 9 Metro stops located on campus.

UNE has had a Transportation Demand Management (TDM) plan since 2010, which is routinely updated. The primary goal of the plan is to reduce vehicle trips to campus and, thus, reduce demand for on-site parking. Reducing trips, both on-campus and off-site, improves traffic flow in the surrounding area, and reduces UNE's carbon emissions. UNE routinely performs student and staff surveys to determine arrival and departure times, transportation modality and parking usage. The results have guided UNE in adjusting its TDM plan, including infrastructure upgrades and bus

schedule changes. Hot mapping of faculty, staff, and student home addresses was utilized to identify additional measures for enhanced promotional activities towards fostering alternative transportation modes.

UNE has a number of parking facilities on its campus and performs annual parking counts to evaluate occupancy rates. Based upon the most recent counts, parking demand peaks between 10:00 AM and 2:00 PM and varies by day. There are currently eleven parking lots located on campus plus on-street parking along two campus roadways. These facilities currently provide a total of 1,064 parking spaces. In 2022, there were 1,241 spaces. The university has been decreasing spaces over time as new projects are completed and parking needs are re-evaluated. A campus parking analysis, based upon the historical count data, projects a maximum occupancy rate per university population to be at 0.39 from 2025 to 2033. This rate is similar to the Institute of Transportation Engineers (ITE) 85th percentile parking rate. UNE has purposefully maintained a surplus of spaces on campus to assure adequate on-site parking, to be sensitive to the neighborhood concerns about on-street parking on Stevens Avenue and in the neighborhood.

Existing Utility Infrastructure

Existing stormwater management systems utilize on-site infiltration systems, with secondary use of conveyance to the Stevens Avenue and Bishop Street combined sewer system. Existing wastewater infrastructure for the campus is discharged to a combined sewer system in College Street and Stevens Avenue. Additionally, UNE participates in the City of Portland's Fats, Oils, and Grease (FOG) Program to responsibly dispose of these biproducts. Maintenance of these systems is performed regularly to ensure that they are operating effectively. For water supply the campus is serviced by the Portland Water District. For electricity, the campus is serviced by Central Maine Power. Unil currently provides natural gas service to the campus.

Compliance with the City of Portland Plans and Studies

City of Portland Plan 2030

UNE views itself as a partner to the City of Portland and this partnership is integral to their shared sustainable future. The campus was used to host two of the four Community Forums in 2016 that included presentations and engagement activities to shape Portland's Plan 2030. UNE is an important stakeholder and, as a major employer and educator of healthcare professionals, helped provide information and input for developing Portland's Plan 2030. Portland's Plan 2030 focuses primarily on eight aspects of Portland's identity and performance: environment, waterfront, transportation, housing, recreation and open spaces, facilities, historic resources, and economy. Excerpts from the plan that UNE works to promote and advance are provided here:

Environment

- "Develop climate resilience through specific carbon reduction goals, comprehensive climate adaptation strategies, and protections for the city's most vulnerable infrastructure."
- "Adopt sustainable land use and transportation policies that support connectivity, walkable neighborhoods, and multi-modal transportation."

Economy

- "Support job creation and business growth through public initiatives and private, institutional, and regional partnerships."

1. Context

- "Develop programs that support industries with high-growth/high value potential such as life sciences, food production, information technology, and marine-related industries."
- "Modify ordinances and make strategic investments to better promote business development and job creation in priority areas."
- "Ensure that the growth of Portland's educational, medical, and cultural institutions is integrated into Portland's urban fabric through the use of high-quality design, management of impacts, community partnerships, and innovative planning."

Historic Resources

- "Stabilize and enhance historic areas of the city by ensuring quality investment in existing structures and compatible infill development."
- "Ensure an appropriate balance of continuity and change as Portland grows and evolves."

Housing

- "Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods."
- "Identify priority growth areas."
- "Allow for a range of housing models in City codes, whether small units, co-housing, or others that may suit changing needs and demographics."

Recreation & Open Space

- "Sustain and build our system of parks, trails, and open spaces to enhance our quality of life, protect our environment, and promote the economic well-being of our remarkable city by the sea."
- "Provide high-quality, well-designed, well-maintained, safe, and integrated parks, trails, public open spaces, and recreational opportunities accessible to all residents."
- "Strengthen connections between open spaces."

Facilities & Services

- "Continue to work in partnership with regional and State agencies, neighboring communities, nonprofit organizations, and private property owners in support of efficient, sustainable City services."

Transportation

- "Promote multi-modal accessibility, enabling residents and visitors of all ages and abilities to participate fully in the social and economic life of the community."
- "Enhance regional trail connections."

One Climate Future

UNE is committed to considering the One Climate Future Plan in its future campus development. The One Climate Future Plan is a joint plan developed by the cities of Portland and South Portland with the goal of working together to be inclusive, vibrant communities that provide opportunities for residents and businesses to thrive in a changing climate. The plan has four elements, which UNE considers and incorporates into their campus planning:

Buildings & Energy Use

- Use of water-efficient/low flow fixtures to reduce water consumption
- Strive for LEED silver building design as standard for energy efficiency goals

Transportation & Land Use

- Providing bike routes, parking, and storage to encourage bike accessibility and use
- Implementation of electrical vehicle charging infrastructure
- Providing safe and accessible pedestrian routes
- Connectivity to public transit stops

Waste Reduction

- Encourage and provide recycling of materials throughout campus
- Use of recycled building materials during construction where feasible

Climate Resilience

- Preserve and protect natural resources through thoughtful land planning
- Incorporate resilient infrastructure systems for stormwater management

Smart Corridor Plan

UNE is committed to considering the recommendations of the Smart Corridor Plan (SCP) in its future campus development. The plan emphasizes the importance of completing the Smart Corridor, a seven-mile route from Morrill's Corner and UNE in Portland to Bug Light Park and Southern Maine Community College (SMCC) in South Portland. This corridor, which includes Forest Ave, High Street/State Street, the Casco Bay Bridge, and Broadway, is used by vehicles, buses, pedestrians, and bicyclists. The goals of the plan include balancing the needs and priorities of all roadway users and corridor stakeholders by encouraging high-quality development, improving safety in all travel models, managing traffic access and congestion, and improving travel options and multimodal access in the corridor. Consistent with this plan, UNE has constructed an internal access roadway that has reduced traffic through Morrill's Corner, encourages use of multi-modal transportation such as bicycling and public transport, and includes in its campus planning the goals to improve accessibility and safety for all street users, supporting a more connected and efficient transportation network.

The SCP highlights the existing Starbucks store at 1080 Forest Avenue as an example of how incorporating Complete Streets green stormwater infrastructure can serve as a template for future development in the corridor. The UNE office at 1075 Forest Avenue is noted as a street frontage that addresses the street well and would be enhanced by the recommended planting palette and materials design guidelines found in the SCP. The SCP also identifies the need for the City to install improved lighting on Poland Street, which is frequently used by UNE students to access campus. UNE supports these recommendations and will consider them in its future campus development.

Forest Avenue Redesign Project

The City of Portland is in the process of evaluating design alternatives for the Forest Avenue Redesign Project, the goal of which is to increase safety and accessibility for all street users, including pedestrians, motorists, bicyclists, and transit users. While the project is not immediately adjacent to UNE's campus, when implemented, it will improve and modernize Forest Avenue between Woodfords Corner to USM/Exit 6, which is a corridor providing access between UNE's campus and downtown Portland and I-295. The project's goals are consistent with UNE's goals for their campus, which include providing a positive pedestrian experience, encouraging the use of bicycling and established bike lanes, and connections to public transit. Improvements in traffic flow and safety on Forest Ave can benefit the broader community, including UNE students and staff who travel through this corridor. By enhancing accessibility and safety, the project supports a more connected and efficient transportation network. UNE will consider the Forest Ave Redesign Project in future development to ensure that the potential benefits to its students, staff, and the surrounding community are fully realized.

Public Involvement in the IDP

Prior to submission of UNE's Institutional Overlay Zone (IOZ) application to the City, UNE held a neighborhood meeting on June 13, 2024, at 6pm at the UNE campus at 716 Stevens Avenue, Hannaford Lecture Hall, Room 109, in the Pharmacy Building. This meeting was appropriately noticed in accordance with the Land Use Code. In an effort to be more inclusive, UNE noticed abutters within 1,000 feet of the campus, rather than the required 500 feet. Thirteen members of the community were in attendance. The purpose of this meeting was to provide a general overview of the IOZ process to the community and solicit community input on what should be considered in this Institutional Development Plan (IDP).

After the submission of UNE's IOZ Application to the City, UNE held a second neighborhood meeting on October 30, 2024, at 6pm at the UNE campus, in the same location as the first meeting. In addition to the notice to abutters within 1,000 feet of the campus, community members that provided their email addresses at previous meetings were notified electronically. Twelve members of the community were in attendance. The purpose of the meeting was to provide an update of the IOZ process, including sharing information from the first draft of the IDP and Regulatory Framework documents, and to provide an opportunity for public engagement and feedback. Certifications for both meetings were submitted to the City for record, which included a copy of the notices sent, sign-in sheets, presentation materials, and record of public feedback.

In addition to the two required neighborhood meetings, UNE has hosted two other meetings with the Deering Center Neighborhood Association (DCNA) to foster public engagement and feedback on the IOZ application and process. The first meeting was held on July 2, 2024, at 6pm in the same location as the neighborhood meetings, and seven members of the public were in attendance. Similarly, the purpose of the meeting was to provide a general overview of the IOZ process and solicit feedback for the IDP. The second meeting with DCNA was held on September 16, 2024, from 6-6:35pm at the Deering Center Community Church. Nine members of the DCNA were in attendance. The purpose of the meeting was to share an update on the IOZ process, and to share IOZ materials including the Campus Master Plan, Regulatory Framework, and Height Map. The meeting provided an opportunity for DCNA engagement in the IOZ process and provided a forum to obtain feedback from the public and these important neighbors to UNE. Technically, these meetings did not qualify as neighborhood meetings, as abutter notices were not provided, though UNE did reach out to and invite this neighborhood group prior to the meeting. These community meetings, along with the two neighborhood meetings,

sought community input and helped inform the development of this IDP. All meeting attendees who provided email contact information were emailed a copy of the Campus Master Plan as well as the notification of the Planning Board Workshop.

In addition to the neighborhood and community meetings, there are several opportunities for public engagement as part of the City review process. This includes opportunities for written or spoken comment at the Planning Board Workshops and Hearing, and at the City Council Hearing.

2. CAMPUS MASTER PLAN

Campus Master Planning Process

UNE has undergone a campus master planning process to evaluate its existing and future facilities' capacity to deliver state-of-the-art educational programs to its students. Through this evaluation, the University has identified development opportunities to support the future growth requirements of UNE and its educational programs on campus.

Over the past decade, UNE has expanded its educational programs and delivery methods, particularly in healthcare. This growth necessitated infrastructure changes to support its mission of providing high-level healthcare education in Maine, especially in the local Portland area. The Campus Master Plan has been developed to accommodate a dynamic campus that continues to evolve alongside changes in education and technology. This IDP identifies potential development and expansion projects aligned with this goal that may be developed at the campus to accommodate growth long-term.

Current Facility Assessment

The first step in the master planning process included evaluation of the current campus and its facilities to establish a baseline for UNE's Campus Master Plan. This evaluation included review of the age and condition of existing buildings, the current interior building layouts, departmental allocation of various educational programs, as well as the overall campus infrastructure including utilities, roadways, parking lots, open space areas, and pedestrian facilities. Establishing this baseline allowed UNE to identify areas to be evaluated and considered as part of future campus development.

Current and Future Program Requirements

As a leading educator of healthcare professionals, UNE is committed to providing a transformational learning experience to its students. To achieve this goal, and the priorities outlined in its Strategic Plan, UNE has identified current and future program requirements that will enable the campus to adapt and thrive in a rapidly changing world.¹ Anticipating these changes and establishing a framework that will provide maximum flexibility to support future adaptation were a key component of identifying future program requirements and developing the Campus Master Plan. Consideration of the projected trends of campus users and anticipated daily populations were also an integral part of identifying future needs and are discussed in Section 2.2.

Planning factors that were considered in establishing the Campus Master Plan and this IDP are outlined in **Table 2.1**.

¹ University of New England (2018). *Charting Our Future: Strategic Plan 2018-2023*. https://www.une.edu/sites/default/files/3_charting_our_future-strategic_plan_2018-2023_draft.pdf

Table 2.1
Campus Planning Factors

Factor	Consideration
INNOVATION & TECHNOLOGY	Ability to support future programs such as telemedicine, virtual technologies, artificial intelligence, and related technologies to enhance innovative and dynamic classroom and experiential learning opportunities
INTER-PROFESSIONAL EDUCATION	Strengthen the inter-professional educational model which brings all of the healthcare related programs together, on one campus, in an environment where there are co-educational opportunities to allow for real life interactions
HOUSING	Provision of on-campus housing to help offset a high-cost and high-demand housing atmosphere in the City of Portland; to foster community; afford more time to study and learn; and reduce traffic in and around the campus
OPEN SPACE & NATURAL RESOURCES	Emphasis on preserving natural resource areas and siting new development to have minimal impacts to existing wetlands and streams, and prioritizing open space for recreational use by students, faculty, staff, and the public
NEIGHBORHOOD CONTEXT	Siting and design of development projects such that they complement the surrounding neighborhood, including considerations for traffic and pedestrian access

Adjacencies

UNE has identified program adjacencies as a significant challenge, particularly as it relates to its interprofessional educational model. Maximizing key programmatic adjacencies was a large driver of the Campus Master Plan.

Currently, the College of Osteopathic Medicine (COM) is located on UNE's Biddeford campus, and the majority of the Westbrook College of Health Professions (WCHP) programs and College of Dental Medicine (CDM) are based on the Portland campus. All three colleges currently utilize space on both campuses, which causes large inefficiencies in the educational model and requires students and faculty to travel long distances. One of the major aspects of this Campus Master Plan addresses these inefficiencies by bringing all of these colleges together onto the Portland campus and providing more appropriate building spaces to support educational programming for the COM, CDM and WCHP colleges. The new COM building,

the Harold and Bibby Alfond Center for Health Sciences, is currently under construction, and expected to be completed in 2025. The COM building is represented as facility number 24 on **Figure 1.4**, UNE Portland Campus Map.

Projected Campus Populations

UNE is projecting an increase in full-time equivalent student, faculty, and professional staff populations over the next 10+ years, as noted in **Table 2.2**. The relocation of the COM from UNE's Biddeford to Portland campus will result in an increase of approximately 400 students and 160 faculty and professional staff on the Portland campus.

Looking forward to the next 10+ years, UNE anticipates a moderate increase in student enrollment year over year. These estimates have been calculated based on historical growth data, considering predictable swings in programmatic capacities and enrollments, limits to programs, and additional offerings. The Fall 2025 student population was determined using the current student population and the projected student population for the Harold and Bibby Alfond Center for Health Science, once complete.

Table 2.2

Projected Growth of FTE Student, Faculty, Professional Staff, and Patient Visits

Year (Fall Matriculation)	FTE Student Population	Full-time Faculty and Professional Staff	Total Full-time Campus Population	Patient Visits (Dental Hygiene & Medicine)
2025	1,400	750	2,150	20,000±
2028	1,600	760	2,360	20,000±
2033	1,750	760	2,510	20,000±

UNE anticipates projected patient visits to remain consistent with historical values, as reflected in **Table 1.4** and **Table 2.2**. UNE does not track other types of visitors, such as visiting faculty, prospective students, or guests.

At the beginning of the 2023-2024 Academic year, 108, or 26% of the Faculty and Staff on the Portland campus, were participating in Flex Work scheduling, which affords them the ability to work remotely at least one day per week. This program is expected to continue. This has reduced parking and traffic demands. The vast majority of the academic programs on campus have face to face programming, with little or no online options. Most majors have clinical requirements to be on campus, which place students in local, statewide, or regional clinical settings. UNE does have a strong online academic program; however, none of those students come to the campus, and thus are not considered in the parking or other areas of impact analysis.

2. Campus Master Plan

The UNE Portland campus does not currently provide on-campus housing as most of its students are enrolled in graduate degree programs. Currently, most of UNE's Portland students commute from areas in and around Portland. The student population enrolled at UNE's Portland campus generally consists of students aged 22 years and above, who may already have established off-campus housing accommodation. Roughly 72% of UNE students, faculty, and staff live within a 20-mile commuting distance of campus.

UNE is aware of the current housing challenges in the City of Portland, including a limited supply of affordable housing options, and intends to develop on-campus housing to help alleviate some of the housing challenges for its students. Incorporating on-campus housing will help to reduce the number of vehicle trips to and from campus, as well as foster a sense of community amongst students. As described in **Table 2.3**, UNE is considering construction of a new residence hall that would provide 350 beds for students and their families.

Key Institutional Needs

UNE's current and future facility needs can be summarized into 5 main categories:

1. Campus Reorganization
2. New Building and Renovation Need
3. Educational/Pedagogy Improvements Need
4. Campus Infrastructure Needs
5. Housing

Campus Reorganization

For decades, UNE's Portland campus has been the home of many of the University's health profession programs. In 2025, when the COM moves from the Biddeford campus to Portland, the campus will solidify its place as the center of health care education in Northern New England. To recognize that transformation, UNE renamed the campus as the Portland Campus for Health Sciences. The establishment of a unique, nationally recognized Institute for Professional Education and Practice in Portland can only be achieved with the relocation of COM. This reorganization is UNE's highest priority and will allow it to establish a world-class academic healthcare campus in Portland, oriented around inter-professional education with the goal of empowering the next generation of world class health care providers at a single location. The relocation of COM to the Portland campus will allow UNE to strengthen its collaboration with clinical partners throughout the state. Relocation of COM to the Portland campus will also afford the opportunity to repurpose spaces on the Biddeford campus and expand existing undergraduate programs to address critical workforce needs for the State.

New Building and Renovation Need

To achieve the goals of UNE's Strategic Plan, which include providing exceptional, innovative teaching and experiential, collaborative learning experiences, UNE will need to both renovate its existing facilities, and build new academic and support spaces. The age of existing campus buildings and their suitability as structures to meet the needs of a dynamic and evolving educational model are important considerations for identifying anticipated future renovations. Through its evaluation of existing facilities, UNE has identified several buildings that will need renovations and expansions to house relocated educational programs and to improve its support departments, such as Information Technology Services, Campus Services, and Facilities Management. Additionally, lack of housing in and around Portland has deterred students from pursuing a degree at UNE.

2. Campus Master Plan

Anticipated renovation, expansion, and new building projects are summarized in **Table 2.3**, and reflected on the Campus Master Plan included as **Figure 2.1**.

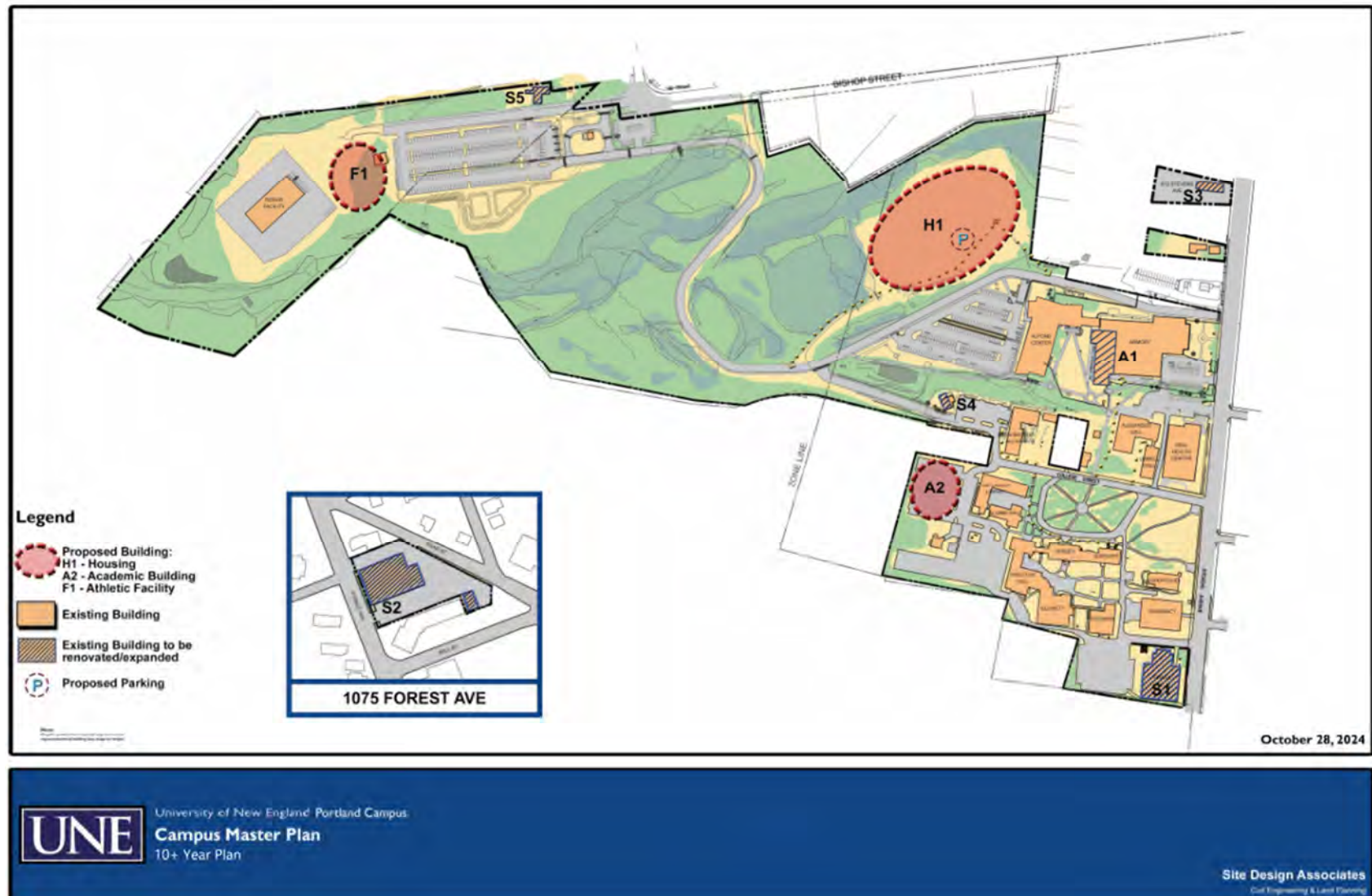


Figure 2.1 Campus Master Plan

Educational/Pedagogy Improvements Need

UNE continually endeavors to improve the way its faculty provides educational programs to its students. Ever-changing technology has also presented challenges for the University as it attempts to stay on the cutting edge in its efforts to provide world-class curriculums. Through its assessment of the current facilities on the Portland campus, it has become evident that UNE will need to undertake future facility projects to upgrade its existing classroom, lecture, laboratory, and study spaces. Mainly, larger academic spaces that facilitate hands on learning as opposed to lecture halls. Additionally, new spaces will be needed to incorporate an emphasis on higher technology, such as virtual reality, high-definition simulation and media that supports telemedicine and digital health. Projects identified within this IDP reflect and support this need.

Campus Infrastructure Needs

Through its extensive evaluation of the existing campus and facilities, UNE has identified infrastructure needs to support the campus reorganization and pedagogy improvements. Existing infrastructure evaluated as part of the master planning process included utilities such as electrical, water, and gas; stormwater systems; access roadways and sidewalks; and parking lots. Parking will be enhanced and expanded to support the additional faculty, staff, and students anticipated. During the construction of the Harold and Bibby Alfond Center for Health Sciences and the Maintenance Facility, UNE, with approval of the utility companies, installed the supporting water, sewer, electrical, communications and natural gas infrastructure to support the future adjacent projects.

Housing

UNE understands there is an increased need for student housing options as programs continue to grow and expand at the UNE Portland campus. Currently, UNE's Portland campus is comprised of commuter students. Existing housing resources are provided to students for off-campus housing options within the area. New housing on campus to support student growth is a vital component that UNE has incorporated within the UNE Campus Master Plan to limit housing pressures on adjacent neighborhoods.

10+ Year Development Plan

UNE's Campus Master Plan identifies anticipated projects which may be developed in the coming years, and identifies short- (0-5 year), medium- (5-10 year), and long-term (10+ year) priorities. These projects and priorities are summarized in **Table 2.3** below, and are represented graphically on the Campus Master Plan, included as **Figure 2.1**. The projects represent the possible future development on the campus, but the realization of these projects and priorities will only occur if the financial and philanthropic plans can support them.

Table 2.3

10±Year Development Program

Priority 1: Short-Term Development Plan (0-5 years)						
Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Approx. Height	Estimated Occupancy	
H1	Residence Hall	Housing	175,000	85 feet	350 beds	
A1	Innovation Hall Renovation/Expansion	Academic	24,000	50 feet	2 offices	
S3	812 Stevens Ave. Renovation/Expansion	Support	10,000	35 feet	6 offices	
Priority 2: Medium-Term Development Plan (5-10 years)						
Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Approx. Height	Estimated Occupancy	
S2	UNE North/1075 Forest Ave. Renovation/Expansion	Support	60,000	65 feet	10 offices	
S4	79 College Street Renovation/Expansion	Support	2,500	35 feet	2 offices	
S5	Bishop Street Renovation/Expansion	Support	2,000	35 feet	N/A	
Priority 3: Long-Term Development Plan (10+ years)						
Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Approx. Height	Estimated Occupancy	
A2	Academic Building	Academic	60,000	65 feet	20 offices	
F1	Athletic Facility	Athletic	65,000	50 feet	12 offices	

IOZ Boundary and Anticipated Property Acquisition

IOZ Boundary

The proposed IOZ boundary includes the extent of properties currently owned by UNE, as identified in **Table 1.2**, and as shown on **Figure 1.3**, UNE Zoning Context Map. The IOZ boundary includes the contiguous campus core area, as well as the four outparcels located at 812 Stevens Avenue, 798 Stevens Avenue, 32 Bell Street, and 1075 Forest Avenue.

Anticipated Property Acquisition

There is no additional property acquisition anticipated with this Institutional Development Plan.

3. TRANSPORTATION PLAN

Overview

UNE's Portland campus is in a great location, served by several arterial highways in close proximity. It provides connectivity to both pedestrian infrastructure and bicycle networks. Metro transit service is also provided by two (2) bus routes. UNE has had a Transportation Demand Management (TDM) plan in place since 2010, encouraging and promoting alternative modes of transportation to reduce trips and decrease on-site parking needs. It is regularly updated to respond to changing conditions and campus modifications. This reduces traffic impact both on campus and off-site, improving traffic flow in the surrounding area. Lowering the number of vehicular trips through TDM actions also reduces environmental impacts and impacts on the area's neighborhoods.

Campus Location and Access

The Portland campus is located off of Stevens Avenue, as shown below in **Figure 3.1**. Stevens Avenue is classified as a minor arterial. Nearby Forest Avenue is a major arterial while Warren Avenue, to the north, is a minor arterial. Allen Avenue towards the northeast is also a minor arterial. This location, within close proximity of four arterials, provides convenient access to the Maine Turnpike (via Riverside Street), Warren Avenue and Bishop Street. Access to I-295 is provided by Forest Avenue.

Vehicular Access

Vehicular access is provided by multiple unsignalized drives to Stevens Avenue as well as by a drive to Bishop Street. The new connector drive, currently under construction, will allow



Figure 3.1 Arterial Highways

- Major Arterial - —
- Minor Arterial - —
- Local Road - —
- UNE Campus - ▨

direct access for UNE community members between the core campus and Bishop Street, allowing users to bypass Morrill's Corner. Based upon the last traffic impact study, performed for the recent permitting process for the relocation of the COM to the Portland campus, all campus drives operate at good levels of service ("A" or "B") with no capacity constraints. Because the Portland campus currently has no on-campus housing, it is a commuter campus. Students and staff arrive from Portland and surrounding communities, as well as from the Biddeford campus. Short-term plans include the addition of student housing, identified on the Campus Master Plan as H1, which will reduce off-site trips. Based upon the most recent student and staff survey, 57 % utilize private vehicles to drive alone to campus while the remaining 43 % utilize alternative modes or a combination of modes.

Pedestrian Access

Pedestrian access is provided by numerous sidewalks both on campus and off campus. Sidewalks are provided on both sides of Stevens Avenue and on both sides of Forest Avenue, which are shown in **Figure 3.2**. This figure also shows a one-mile radius of the campus, which is considered the low end of a reasonable walk commute. There are crosswalks across Stevens Avenue and Forest Avenue in the vicinity of the campus at both signalized and unsignalized locations. These area pedestrian facilities also provide pedestrian access to other educational facilities, namely Longfellow Elementary School, Lincoln Middle School, and Deering High School as well as the local businesses frequented by UNE community members.

A sidewalk will be provided along the length of the new connector road. The Portland Trails network of trails abuts the campus and could be utilized by some local community members to access the campus. UNE is actively working with Portland Trails to extend this network across the UNE campus along, which could provide additional alternative pedestrian access to the campus, as well as rerouting the Portland Trails route away from Morrill's Corner. The extensive area sidewalk system is shown in **Figure 3.2**.

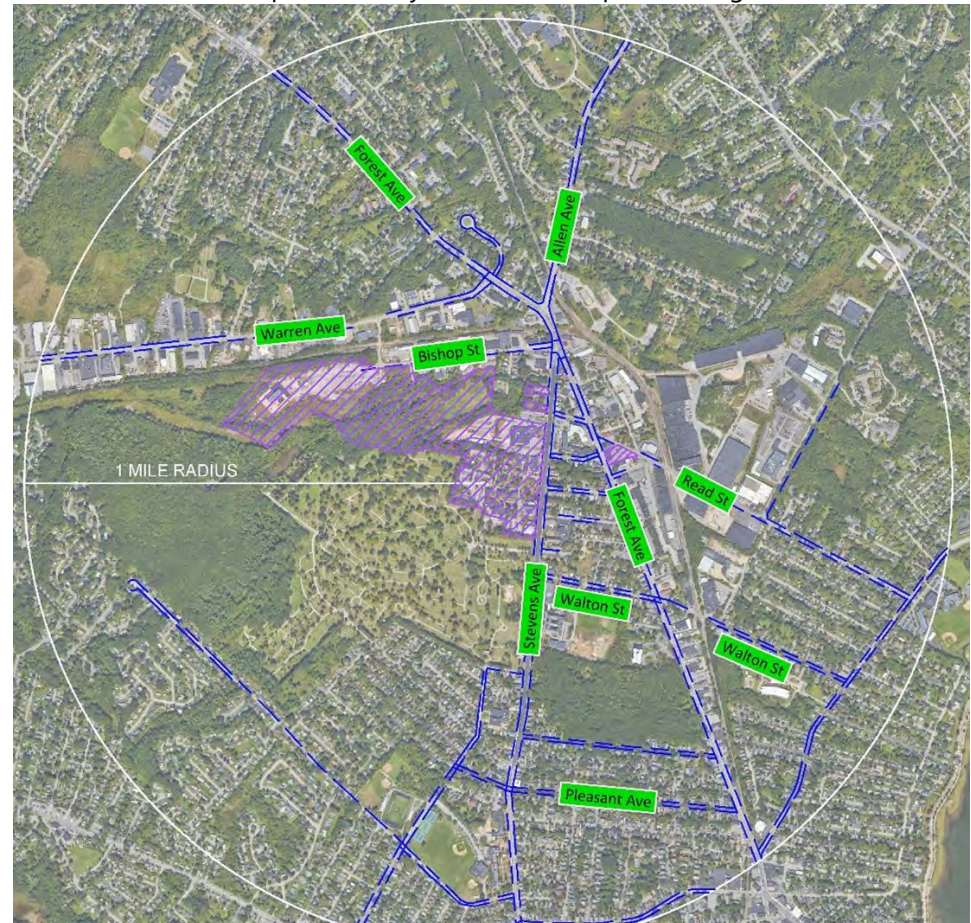


Figure 3.2 Area Sidewalk Network

Main Pedestrian Travelways - 
 UNE Campus - 

Note: This figure does not show sidewalks for all residential side streets

Bicycle Access

Stevens Avenue has dedicated marked bike lanes from Pleasant Avenue to south of Bishop Street, providing direct access to the campus (see **Figure 3.3**). Similarly, there are dedicated bike lanes on Forest Avenue within the campus vicinity, excluding Morrill's Corner where there are shared motor vehicle – bike lanes. UNE will be providing shared bike lanes on their new connector road, which will allow bikers destined to and from the west to bypass Morrill's corner.

UNE provides bicycle racks at a ratio of 1 bicycle rack space per every 20 UNE community members. There is access to showers and lockers in the Finley Recreation Center facilitating bicycle commuting. Additional shower and locker facilities are being added at the Harold and Bibby Alford Center for Health Sciences building.

Transit Service

Transit service is provided via Greater Portland Metro Route 9, which connects downtown Portland to North Deering via Stevens Avenue and also by Metro Route 2 which connects downtown Portland to Riverton via Forest Avenue. The transit routes are stops shown in **Figure 3.4**. There are two Route 9 Metro stops located on the Portland campus, both of which are equipped with shelters. Several Route 2 stops on Forest Avenue are within 1,000 feet of the core campus, with one stop at UNE North, located at 1075 Forest Avenue, and Route 2 connects directly to the Metro Pulse (the downtown hub).



Figure 3.3 Current Bicycle Facilities

- Marked Bike Lanes - —
- Marked Shared Lanes - —
- Paved Shoulders - —
- UNE Campus -

3. Transportation Plan

UNE provides free bus passes to all students and staff to encourage Metro use. Ridership averaged approximately 1,000 rides per month prior to the COVID-19 pandemic and then declined steeply. Ridership has increased slowly since 2022 to approximately 300 rides per month in 2023. Based upon the most recent 2024 data, monthly Metro ridership currently exceeds 350. The UNE bus pass program also allows free use of the Biddeford Saco Old Orchard Beach Transit, including the Express to Biddeford, as well as the South Portland Bus Service.



Figure 3.4 Transit Route Stops

UNE Campus - 		
<u>Bus</u>	<u>Stop</u>	<u>Route</u>
Metro Route 9A		
Metro Route 9B		
Metro Route 2		

Existing Conditions

Traffic Volumes

Existing average annual daily traffic (AADT) data for the vicinity of the campus was obtained from "Traffic Volume Counts, 2014 and 2012 Annual Reports", published by MaineDOT and their Interactive Traffic Map. This data is summarized below:

Table 3.1
Average Annual Daily Traffic

Location	2008	2010	2013	2016	2019	2022
Bishop Street, west of Forest Avenue	--	--	1650	--	--	--
Walton Street, west of Forest Avenue	--	2800	3120	2580	--	--
Forest Avenue, NW of Warren Avenue	20020	19010	19820	18140	--	17370
Forest Avenue, no. of Arbor Street	--	--	24500	22140	22570	18730
Forest Avenue, no. Walton Steet	--	--	21830	--	--	16610
Forest Avenue, so. of Walton Avenue	--	--	21710	--	--	17030
Stevens Avenue, so. of Walton Avenue	--	12510	11680	11620	--	--
Stevens Avenue, no. of Walton Avenue	--	11170	10980	11180	--	--
Stevens Avenue, so. of Forest Avenue	--	10360	10050	11230	--	8320
Warrens Avenue, SW of Forest Avenue	13370	11560	13130	11390	12380	13300
Allen Avenue, no. of Goodridge Ave	--	18210	--	16040	16220	17340

Traffic volumes in the vicinity of the campus have generally declined over the long term 2008 to 2022 period. This includes both Forest Avenue and Stevens Avenue volumes. Warren Avenue volumes are currently similar to previous 2008 levels, but they have grown in the more recent 2016 to 2022 period. Allen Avenue similarly declined long-term but has shown recent growth from 2016 to 2022.

3. Transportation Plan

Based upon this data, a 0.50 % growth rate was used to project previous turning movement counts, conducted during the COM study, and at Morrill's Corner in 2022, to existing 2024 conditions. This 0.5 % growth is currently being applied in most Maine locations. These existing 2024 peak hour volumes for the campus vicinity and access drives are shown in **Figure 3.5**.

Trip Generation Analysis

The Portland UNE campus currently has a student population of 979. The campus was recently permitted in 2022 for a student population of 1,598 during Site Plan Review for the relocation of the COM from Biddeford to the Portland campus (1,198 students at that time with the addition of 400 COM students). Projected short-, mid- and long-term student populations are as follows:

Table 3.2

Trip Generation Analysis

Year	Student Population
Fall 2025	1,400
Fall 2028	1,600
Fall 2033	1,750

Given the current student population, the campus is expected to serve 1,400 students in Fall of 2025 when the COM program is relocated. The expected mid-term growth in student population is expected to reach the previously permitted student population of 1,600 in Fall of 2028. Longer term growth projections show the campus reaching a total student population of 1,750 in 2033. This is an increase of approximately 150 students over the 2022 permitted enrollment of 1,598 students.

Trip generation analysis was performed for this projected student growth utilizing the Institute of Transportation Engineer (ITE) Trip Generation manual, the most recent 11th Edition. Land use code 550 – University/College was utilized for the analysis. The calculations were performed on the basis of students, which is the best fitting independent variable for the prediction of university trips. The calculations were performed for the

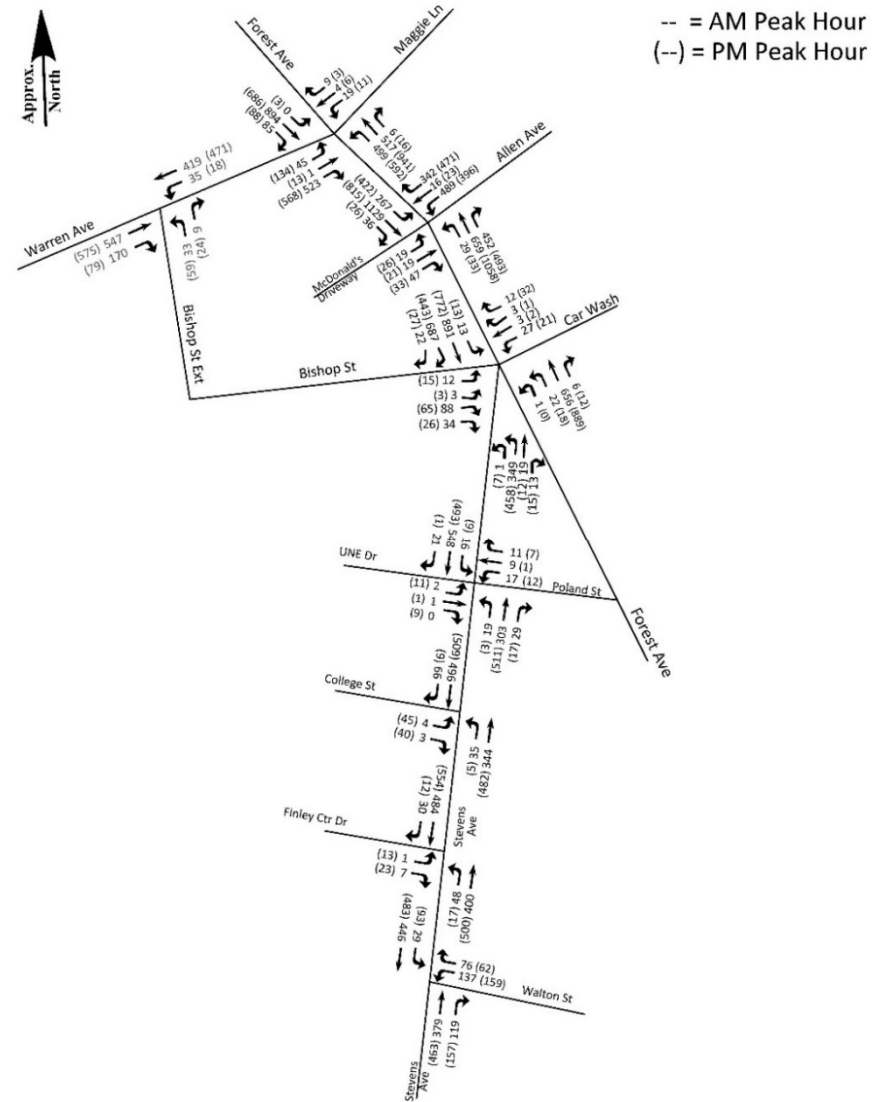


Figure 3.5 Estimated 2024 Traffic Volumes

approximate 150-student increase over previously permitted student population, to a future student population of 1,750. The results are summarized in the following table:

Table 3.3**ITE Trip Generation**

Time Period	New One-way Trips	Time Period	New One-way Trips
Daily	234	PM Peak Hour	23
Entering	117	Entering	7
Exiting	117	Exiting	16
AM Peak Hour	23		
Entering	18		
Exiting	5		

The projected long-term growth in student population through 2033 is expected to result in a small increase in vehicular trips accessing the campus, 23 one-way trips in both the AM and PM Peak hours. This level of new traffic wouldn't be expected to have any significant impact off-site on either existing or future traffic operations. Typically, a development won't have any significant impact unless it generates in excess of 25 new lane hour trips in a left-turn lane or 50 new lane hour trips in a through or right turn lane. The maximum of 18 new trips, entering the campus during the AM peak hour, would be split between several arrival directions (north, south and west) and between multiple drives. As a result, the lane hour increases will be fewer than 10, due to the expected growth in student population. The 234 new daily trips represent less than a 2 % increase on Stevens Avenue volumes. Hence, the expected increase in trips due to projected student population growth should have no measurable impact either on campus or off-site.

Currently, based upon the most recent TDM survey, approximately 1 % of the trips to the campus are transit trips, 1 % are bicycle trips and 3 % are walking trips. ITE data also projects peak hour Walk and Walk+Bike+Transit trips. For the projected 150-student increase, there would be 5 additional AM Walk trips and 18 combined Walk+Bike+Transit trips. During the PM peak hour, 6 additional Walk trips are projected with 17 combined Walk+Bike+Transit trips.

In terms of traffic permitting requirements, the state Traffic Movement Permit (TMP) rules were modified in 2022. The rules only apply to a ten-year permitting window. Projects properly permitted over 10 years ago do not need to be considered. The history of recent UNE projects and TMPs is as follows:

- A TMP was obtained in 2008 for the College of Pharmacy for 300 new pharmacy students.
- In 2012, the College of Dentistry was approved by the City for 138 students. The 138-student increase did not require a TMP.
- The College of Osteopathic Medicine (COM) was approved by the City in 2022 with 400 students. The additional trips generated by the COM relocation project, when combined with the College of Dentistry, did not require a TMP.
- Given the above timeline, going forward only the COM project will count towards future TMP requirements since the other projects are beyond the 10-year permitting window. The COM project generated 61 AM and PM peak hour trips. Given the 23 AM and PM peak hour trips projected for the 150-student increase it is unlikely a TMP will be required since peak hour trips will not reach the 100-trip threshold by 2033.

Capacity Constraints

Numerous traffic impact studies have been performed for UNE building projects. The most recent study was “Traffic Impact Study, COM, UNE, Portland, Maine,” which was performed by Sewall in 2022. The only capacity constraint identified in the study area for the planned and approved 400-student increase was Morrill’s Corner, which includes the signalized intersections of Stevens Avenue, Forest Avenue and Bishop Street, and Forest Avenue/Allen Avenue. The level of service (LOS) at these Forest Avenue intersections was found to be an unacceptable LOS “E” or “F” for several movements and/or approaches. The projected increases in volumes due to the COM relocation were not found to have any significant impact on Morrill’s Corner levels of service or delays. Similarly, the minor increase in peak hour trips, 23 one-way trips during the AM and PM peak hour, for the projected long-term growth of the university would have no significant impact on Morrill’s Corner operations since these trips are split between several drives, northbound, southbound and westbound directions and between entering/exiting trips. The resulting new lane hour trips would be fewer than ten (10) having no measurable impact off-site on Morrill’s Corner operations. Additionally, as previously noted, the new connector drive will reduce existing trips at Morrill’s Corner.

Opportunities for Improvement

As previously noted, the only capacity constraint identified in previous studies is Morrill’s Corner, including the intersection of Stevens Avenue/Forest Avenue/Bishop Street and the intersection of Forest Avenue/Allen Avenue. It is important to note that area traffic volumes have not changed significantly since these studies were performed and that UNE’s student population is currently well below the permitted/previous study level. Morrill’s Corner intersections have had known capacity constraints and associated queuing issues for over a decade. The “Portland – South Portland Smart Corridor Plan,” completed in 2019, outlined improvements for Morrill’s Corner. These improvements include removing Bishop Street from the signal system and limiting exits there to right turns out, and access management improvements/restrictions to other Forest Avenue parcels. Under the preferred plan, the level of service for Morrill’s Corner are improved as follows:

Table 3.4

Portland-South Portland Smart Corridor Plan - Potential Morrill's Corner Improvements

Peak Hour/ Intersection	Existing/ No Build	Preferred Alternative
AM Forest Avenue/ Allen Avenue	F	D
AM Forest Avenue/ Stevens Avenue/ Bishop Street	E	C
PM Forest Avenue/ Allen Avenue	E	C
PM Forest Avenue/ Stevens Avenue/ Bishop Street	D	C

While this study was completed in 2019, the improvements have not yet been funded for implementation as the City of Portland has been focusing attention on other transportation priorities.

UNE has previously paid impact fees to the City of Portland for Morrill's Corner improvements. UNE contributed a \$29,000 impact fee to the city as part of the 2008 approval for the School of Pharmacy.

The Morrill's Corner improvements would also be expected to address and reduce crash potential at these high crash intersections and along the adjacent links. As previously noted, the new connector drive, currently under construction, will reduce existing trips through Morrill's Corner by allowing UNE community members to directly travel to/from the campus core to/from Warren Avenue, bypassing Morrill's Corner. This reduction in volumes should also improve operations and reduce crash potential.

UNE will continue to update their Transportation Demand Management Plan and strive to reduce off-site trips as described in the following section. The planned addition of on-campus housing is also expected to reduce daily commuting trips to the campus.

Transportation Demand Management Plan

UNE has had a Transportation Demand Management (TDM) plan since 2010, which is routinely updated. The most recent update was completed in April of 2022. The primary goal of the plan is to reduce vehicle trips to campus and, thus, reduce demand for on-site parking. The plan further aims to reduce traffic impacts, both on-campus and off-site, improve traffic flow in the surrounding area, and reduce UNE's Scope 3 carbon emissions.

UNE hopes to achieve these goals by implementing TDM strategies that promote and encourage alternative modes of transportation. In 2019, a "Transportation Think Tank" (TTT) committee formed, with representation from Campus Planning, Student Affairs, Safety and Security, Undergraduate and COM Student Governments, Sustainability Office, and the Environmental Council. With oversight from the TTT committee, the TDM strategies

are regularly reviewed and updated to respond to changing conditions and needs. The TTT committee actively engages in implementing and promoting the TDM strategies outlined below.

TDM Strategies

Education and Promotion

UNE provides both educational and promotional material regarding the advantages of alternative transportation modes. The TDM Coordinator regularly publishes the “*Movements*” newsletter, which is hung in all bathroom stalls throughout the campus, ensuring visibility and contemplation. The newsletter informs the UNE community about ongoing, new, or revised transportation programs, events and resources, like bus maps and schedules, GoMaine carpool/rideshare information, parking updates, bike infrastructure updates, incentive program information and safety practices for pedestrians, among other topics. Additionally, the university regularly provides specific TDM-related information to the campus community through various methods and media formats, including bulletin boards, strategically placed bus schedule brochure holders, weekly community-wide emails, digital screens, and website.

Carpooling & Ridesharing

UNE utilizes the GoMaine service to encourage “greener commuting” to each campus as well as between campuses when required. UNE has its own landing page on the GoMaine website, which helps users find carpool partners, map out alternative transportation methods with transit, walking and biking routes, incentivizes users with rewards, and offers emergency “ride home guarantee” for regular users. Additionally, UNE takes advantage of the expertise of GoMaine staff for educational and promotional events.

The university provides free parking to carpoolers and dedicates some of the most convenient parking spaces as incentives. The university offers GoMaine tutorials every year. The TTT committee has identified the need to streamline carpool permitting procedures, which would make the incentive more desirable while making administration of the program less cumbersome. This is a continued goal for the committee for the upcoming year.

Transit Service

As previously noted, UNE provides free GP Metro, South Portland City Bus Services, and Biddeford, Saco Old Orchard Beach Bus Transit (BSOOB) passes for all students, faculty, and staff to encourage transit usage. Each of these services provides GPS trackers with mobile apps for cell phones, which aid riders in knowing exactly where the bus is located and how close it is to their stop. The TTT committee actively engages with administration from these transit providers to update materials and promote ridership.

Incentives

Since 2008, UNE has continually promoted the use of alternative modes of transportation through incentives and promotions, including:

- Raffle of new bicycles and iPads for transportation competitions
- Providing free coffee and doughnuts to users of the Bishop Street parking lot

3. Transportation Plan

- Free use of electric vehicle charging stations
- Free public transit passes.

The university is currently considering dedicating additional prime campus parking spaces as carpool spaces to encourage greater carpooling.

UNE has considered disincentives but given the distance that many students and staff commute, whom have no alternative since they are located too far to walk, bike or utilize transit, disincentives would unfairly punish students and staff whom have no other reasonable alternative, especially in light of the current affordable housing crisis in Southern Maine. Additionally, the UNE Portland Campus is a graduate campus with nontraditional students. Many of which have families, jobs and most must participate in clinical experiences. All of which limit opportunities for alternative transportation usage.

EV Charging Infrastructure

UNE provides free charging for electric vehicles. UNE has eight (8) Level 2 chargers at the Bishop Street parking lot, two of which are reserved for handicapped parking. There are also (62) 100v charging outlets in that lot. There will be additional charging capacity at the Harold and Bibby Alford Center for Health Sciences parking lot with (10) Level 2 chargers and (26) spaces with 100v outlets. At this time, there are only 17 electric vehicles registered with the University on the campus. The TTT Committee will continue to monitor the growth of EV adoption in the campus community and will advise administration regarding further expansion of charging infrastructure as needed.

Bicycle Infrastructure

UNE promotes bicycling as a convenient means to access campus for those students and employees that reside within the appropriate range, and for exercise and wellness benefits. The university has several bikes on campus that the UNE community members can borrow to utilize during the day. Bike racks are conveniently located across campus for community members to store their personal bikes as well. UNE has previously discussed, and would consider, being a site for a city-wide bike share program.

There is access to showers and lockers in the Finley Recreation Center further facilitating bicycle. The Harold and Bibby Alford Center for Health Sciences building will include men's, women's and gender-neutral locker room facilities, with showers. These additional facilities will encourage and support greater commuting by active transportation means. The new shared connector drive will provide better access for bicyclists destined to and from the west.

Pedestrian & Bicycle Access

As previously presented, there is an extensive sidewalk system surrounding the campus as well as bike facilities. The shared bike lanes that will be provided on the new connector drive will provide additional opportunities for UNE community members to bike to campus, without having to bike through Morrill's Corner, with its intimidating shared vehicle bicycle lanes.

UNE is committed to partnering with Portland to extend their trail system through UNE property in an effort to safely link the Evergreen Cemetery section of walking paths to those in North Deering. Currently, several large sections of the Portland Trail system are adjacent to UNE's Portland campus in Baxter Woods Park and Evergreen Cemetery. Hikers and walkers wishing to move from the Evergreen Cemetery area to the North Deering

3. Transportation Plan

section of Portland must traverse busy streets like Stevens and Allen Avenues, through Morrill's Corner, in order to reach the next trailhead. As part of UNE's initiative to construct the Institute for Interprofessional Education and Practice on its Portland Campus, the access road that links College Street to UNE's Bishop Street parking lot will be improved, with additional lighting and features to improve safety.

UNE Community Member Surveys

UNE routinely performs student and staff surveys to determine arrival and departure times, transportation modality and parking usage, as well as to gauge interest in various alternative transportation and incentive programs. The results have guided UNE in making adjustments to its TDM plan, including infrastructure upgrades, and bus schedule changes. Hot mapping of faculty, staff, and student home addresses was utilized to identify additional measures for enhanced promotional activities towards fostering alternative transportation modes and associated programs.

Based upon the most recent 2023 survey, students and staff on campus are currently utilizing the following mode choices:

• Combination of Modes	34 %
• Carpool/Van	3 %
• Transit	1 %
• Bicycle	1 %
• Walk	3 %
• Remote	1 %
• Drive Alone	57 %

While the majority drive alone to campus, a large percentage of the community uses a combination of modes to reach campus.

The Director of Safety and Security monitors the effectiveness of the TDM plan through biannual parking utilization studies. The TDM Coordinator and TTT Committee use the data collected from these parking studies to continually review and anticipate parking demand on campus and guide ongoing revisions to the TDM plan.

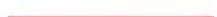
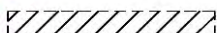
Data analysis conducted during development of the 2022 plan found that 13% of the campus community live within a walkable 1.5 miles radius and a bikeable 1.5 - 5-mile radius of the campus. It was also found in the survey that 11.5% of the survey respondents walk to campus 1-9% of the time.

Figure 3.6 shows the primary campus sidewalks, bike facilities and off-site connections. Opportunities to expand this network and increase these alternative commuting modes will continue to be explored.

Comments indicate that 31% of the survey respondents desire to use an alternative mode of transportation, but are unable due to external commitments, such as work, daycare pickups and clinical requirements. Opportunities to increase the alternative modes of transportation percentage exist, and efforts will continue to be made to identify incentives that would increase these modes of commuting, including the extension of the Portland Trails network through the campus, which would allow Deering Center and Riverton residents to more easily walk to campus.



Figure 3.6 Core Campus Bicycle and Pedestrian Connectivity

- Primary Sidewalks - 
- Bike Route - 
- UNE Trail Connections - 
- Portland Trail Connections - 
- Stevens Ave Sidewalk Connections - 
- Bishop Street Sidewalk Connections - 
- UNE Campus - 

Parking

While there are several alternative transportation modes available to access the campus and many use a combination of modes, the majority of students and staff arrive by private vehicle. Based upon the most recent parking counts, conducted in fall of 2023, parking demand peaks between 10:00 AM and 2:00 PM and varies by day. There are currently eleven parking lots located on campus plus on-street parking along two campus roadways. The lot locations are shown on the campus map in **Figure 1.4**. The number of spaces located in these lots is detailed below:

Table 3.5

UNE Portland Campus – Parking Spaces

Lot Description	Number of Spaces
Lot 1 – 812 Stevens Avenue	30
Lot 2 – COM	182 (permitted)
Lot 3 – Innovation South	33
Lot 4 – Oral Health Center	24
Lot 5 – Ginn/ MCD	28
Lot 6 – Library	103
Lot 7 – Proctor	121
Lot 8 – Finley	89
Hersey Circle	4
Ludke	3
Bishop	344
UNE North	72
Church	31
Total Spaces	882 plus 182 (permitted)

There will be 1,064 parking spaces on campus after the COM project is completed. In 2022, there were 1,241 spaces available, so the university has been decreasing spaces over time as new projects are completed and parking needs are re-evaluated.

Most campus lots require the purchase of parking permits. The largest number of vehicles recorded during the fall 2023 counts in the university lots was 796. This represents 75 % of the overall on campus capacity with the COM completion. This highest weekly demand occurred on Wednesday at 1:00 PM.

There is a shuttle bus provided between the more remote Bishop Street lot and the campus core to increase that lot's usage. There is a heated shelter with Wi-Fi at each end of the shuttle route to encourage ridership. The Bishop Street lot does not require a parking permit, providing free parking to further encourage its use. The shuttle runs continuously from 7 AM to 7 PM with minimal wait times. With these incentives, parking in this more remote lot has increased significantly from 37 vehicles in 2012 to an average of 233 during the peak period in 2019. The average peak daily use in this lot in 2023 was 245 vehicles, which occurred while half of the lot (300 spaces) was closed for construction.

There is significant historical parking data available for the campus given UNE's annual weeklong parking counts. This measured data is summarized by year, along with projections for future years, as follows:

Table 3.6

UNE Portland Campus – Parking Occupancy

Year	Students	Staff	Population	Spaces	Max. Occupancy	Spaces/ Student	Max. Occupancy/ Student	Max. Occupancy/ Population
2015	1,397	317	1,714	783	577	0.560	0.413	0.337
2018	1,257	588	1,845	1,256	765	1.000	0.609	0.415
2021	1,198	578	1,776	1,261	651	1.053	0.543	0.367
2023	979	568	1,547	863	512	0.882	0.523	0.331
2025	1,400	750	2,150	1,056	848	0.754	0.606	0.394
2028	1,600	760	2,360	1,162	931	0.726	0.582	0.394
2033	1,750	760	2,510	1,069	990	0.611	0.566	0.394

3. Transportation Plan

As seen in Table 3.6, the number of parking spaces on campus declined from 2021 to 2023. The space/student ratio has been declining since 2021 and is projected to continue to decline while the number of spaces will remain fairly steady long-term, from 2025 through 2033. The projected maximum occupancy rate per university population is projected to be at 0.39 from 2025 to 2033. This rate is very similar to the Institute of Transportation Engineers (ITE) 85th percentile parking for a university of 0.38 vehicles per school population. Additional review of parking rates and opportunities to decrease parking will be evaluated as future building projects go through the site plan review process. UNE has purposefully maintained a surplus of spaces on campus to assure adequate on-site parking, to be sensitive to the neighborhood concerns about on-street parking on Stevens Avenue and in the neighborhood.

In addition to on-campus parking, there is also on-street parking located on surrounding streets, which is available to UNE community members. This on-street parking includes College Avenue on campus and parking along both sides of Stevens Avenue off campus.

The City of Portland has implemented residential parking permits and one-hour parking restrictions on many side streets in the vicinity of campus, reducing the amount of on-street parking available to UNE community members. As long as there continues to be free on-street parking along Stevens Avenue without any time restrictions, in close proximity to the campus core, continued use of these spaces by staff and students is expected to occur given their convenience.

The goals for UNE in terms of parking are:

- Continue to provide an adequate parking supply on-campus
- Reduce parking needs over time through continued TDM actions
- Reduce neighborhood impact by reducing on-street parking usage by UNE students

4. ENVIRONMENTAL PLAN

Existing Natural Resources

Open Space and Recreation

The UNE Portland campus consists of natural area and open space, with opportunity for both passive and active recreation. Approximately 53 percent of the 72-acre campus is open space and offers amenities such as biking and walking trails, a central campus quad, tree-lined streets and pedestrian pathways, and forested area (see **Figure 4.1**) that offers wildlife and bird watching opportunities. There are two gardens on the campus; the Medicinal Herbal Garden, which is a demonstration of the types of medicinal herbs used in phytotherapy, and the Community Garden, which is managed by volunteer faculty and staff and produces vegetables for personal consumption and donation to local charities.

The campus is located adjacent to industrial, commercial, residential, as well as other open space uses. The adjacent 239-acre Evergreen Cemetery offers important community greenspace and recreational amenities including a network of forested trails for walking, cross-country skiing, and bird watching. The Portland Trails Forest City Trail crosses campus along College Street and provides a connection between on- and off-site recreational opportunities. UNE is committed to partnering with Portland Trails to extend their nearly 70-mile network of trails onto the campus, with the goal of safely linking the Evergreen Cemetery section of walking paths to those in North Deering and overall providing more opportunities for the community to access Portland's open space and natural areas.



Figure 4.1 Existing Open Space on Campus

Ecological Communities

The campus contains varied natural resource features and is characterized by two levels of generally flat topography with both landscaped and natural greenspace punctuated by campus facilities.

Forested areas are host to hardwood and coniferous tree species such as speckled alder (*Alnus rugosa*), red maple (*Acer rubrum*), willow (*Salix* spp.), winterberry (*Ilex verticillata*), green ash (*Fraxinus pennsylvanica*), and balsam fir (*Abies balsamea*). Emergent wetland species on the campus include cattails (*Typha latifolia*), sensitive fern (*Onoclea sensibilis*), jewel weed (*Impatiens capensis*), and blue flag (*Iris versicolor*). These vegetative species comprise the riparian forest and scrub-shrub wetland complex surrounding the Capisic Brook headwaters. **Figure 4.2** illustrates delineated resources within the campus footprint as well as wetlands and streams identified in the United States Fish and Wildlife Service (USFWS) National Wetland Inventory and United States Geological Survey (USGS) National Hydrography Dataset. There are vernal pools, open waters, perennial and intermittent streams, and forested, scrub-shrub, and emergent wetlands delineated on campus.

Consultation with DEP in 2017 determined no records of Significant Wildlife Habitat exist onsite and there are no records of Imperiled (S2) or Critically Imperiled Natural Communities (S1) listed for the site. Additionally, no USFWS Critical Habitat is listed as occurring on campus and according to the Maine Beginning with Habitat map viewer, no Essential or Significant Habitats are recorded on campus. Lastly, no Important Bird Areas are listed by Maine Audubon as occurring on campus.

4. Environmental Plan



Figure 4.2 Ecological Communities and Aquatic Resources

Aquatic Resources

Aquatic natural resources can be found on campus and include the headwaters of Capisic Brook. Capisic Brook is listed on the 2022 Maine DEP Integrated Water Quality Monitoring and Assessment Report as '*impaired*' and is included in the City of Portland's Capisic Brook Watershed Management Plan. Capisic Brook, a small tributary to the Fore River, consists of several branches, with headwaters on campus located near north of Gulliver's Field.

Streams on campus are surrounded by riparian hardwood forest and wetlands as described above, as well as vernal pools. The extents and boundaries of streams, wetlands and vernal pools were delineated in 2022 and a vernal pool assessment completed in 2021. The vernal pools identified in 2021 were assessed using the Maine State Vernal Pool Assessment Forms and confirmed by Maine DEP to be Non-Significant Vernal Pools as they lacked the physical and biological characteristics necessary to meet significance criteria.

Under the Maine DEP Natural Resources Protection Act: Chapter 310, Wetlands and Waterbodies Protection Rules, wetlands located within 25-feet of a river, stream, or brook are considered Wetlands of Special Significance. As identified in a 2022 wetland delineation of the campus, many of the wetlands located on-site may be considered Wetlands of Special Significance as they are located within 25-feet of Capisic Brook. UNE recognizes the ecological role the campus natural resources provide such as groundwater recharge, increased flood capacity, downstream erosion and pollution control, and beneficial wildlife habitat.

Capisic Brook Watershed

The Capisic Brook watershed covers approximately 1,418 acres within the cities of Portland and Westbrook. The East Branch of Capisic Brook which flows through part of the UNE campus is within the East Tributary subarea of the Capisic Brook Watershed. Approximately 31% of the watershed is covered by impervious surface. Maine DEP has designated Capisic Brook as an urban impaired stream under Chapter 502 of the Maine Stormwater Management Rules. Capisic Brook is listed as Category 4a, with an approved Total Maximum Daily Load (TMDL) in place. The stream is designated a Class C water, meaning it is intended to meet the state's minimum environmental goals for water quality. The City of Portland identified Capisic Brook as its highest priority watershed and has outlined a number of provisions to address water quality in the watershed as outlined in the Capisic Brook Watershed Management Plan, developed and adopted by the City of Portland in December of 2012. The Plan outlines the status and restoration needs of the watershed and establishes provisions and goals for improving water quality in Capisic Brook.

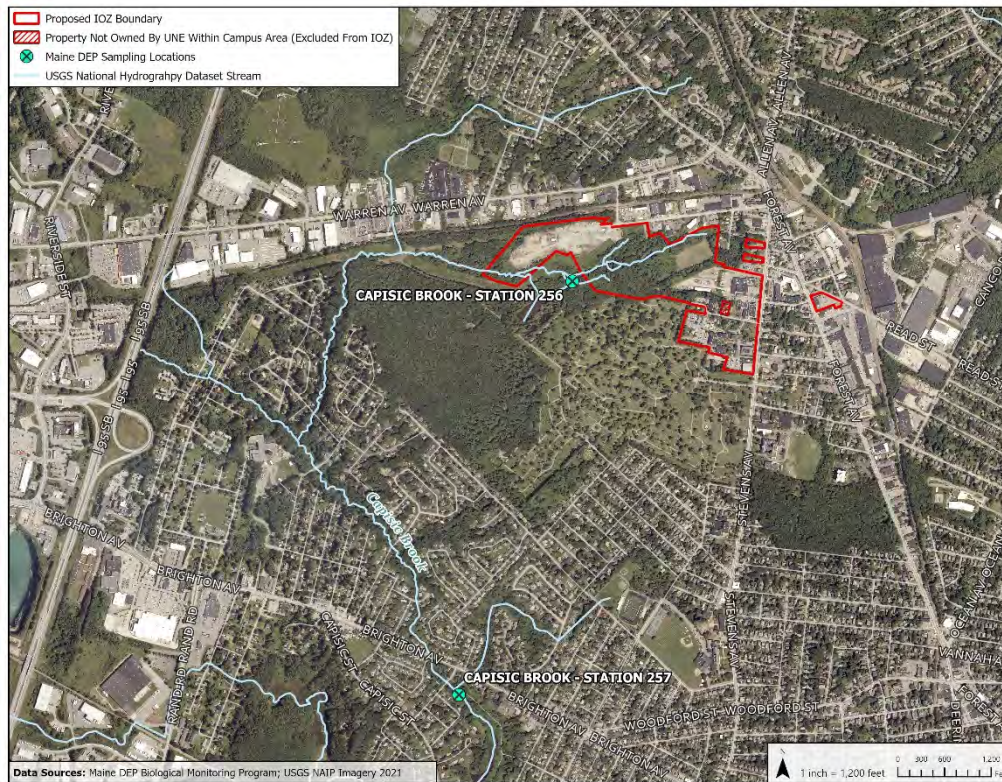


Figure 4.3 Maine DEP Water Quality Sampling Locations

All proposed campus development projects will review potential aquatic resource and watershed impacts and avoid to the extent practicable and feasible, significant impacts to resources in project design and implementation. Proposed projects will submit project plans and designs to the City of Portland for municipal review, per the City's Land Use Code. As the campus is located within the Capisic Brook Watershed, UNE development projects are subject to comply with the Urban Impaired Stream (UIS) Standard of Chapter 500 of the Maine DEP Stormwater Management Rule. All natural resources on campus are protected by the Maine Natural Resource Protection Act (NRPA) which requires permitting/notification of all projects located in, on, or over natural resources or that are located adjacent to natural resources. All proposed projects will avoid and/or minimize impacts to natural resources to the maximum extent practicable and when impacts to areas adjacent to natural resources may not feasibly be avoided, projects will comply with NRPA permitting and mitigation requirements.

Capisic Brook has two existing DEP Sample Locations including one near the recently constructed Connector Road (see **Figure 4.3**). Sample results from 2003 were used to develop the Watershed Management Plan and showed that the upstream station on the UNE campus had a healthy macroinvertebrate community, good water quality, low concentration of bacteria, and good instream habitat quality. The downstream station results showed a degraded macroinvertebrate community, impaired water quality, elevated concentrations of bacteria, and impaired instream habitat quality. Variation in water quality at these two stations is attributed to differences in land use and prevalence of impervious surface downstream (south) of campus. The Capisic Brook Watershed Management Plan acknowledges the need for implementation measures to improve water quality within the watershed. Maine DEP has five goals for Capisic Brook including: improvement of instream habitat quality; restoration of natural hydrology; reduction of toxics, nutrients, bacteria, and elevated water temperature in runoff; and improvement of dissolved oxygen levels. UNE remains committed to the protection of the watershed and the stream on campus.

Floodplains

The FEMA National Flood Hazard Layer for Portland is currently under review and an updated flood map is approved as of June 20, 2024. One area of Minimal Flood Hazard (500-year floodplain) and one area of High Risk (100-year Floodplain) are identified within the proposed IOZ. The area of High Risk is mapped on the western-most portion of the proposed IOZ and continues off-site to the southwest, following the Capisic Brook (see **Figure 4.4**).

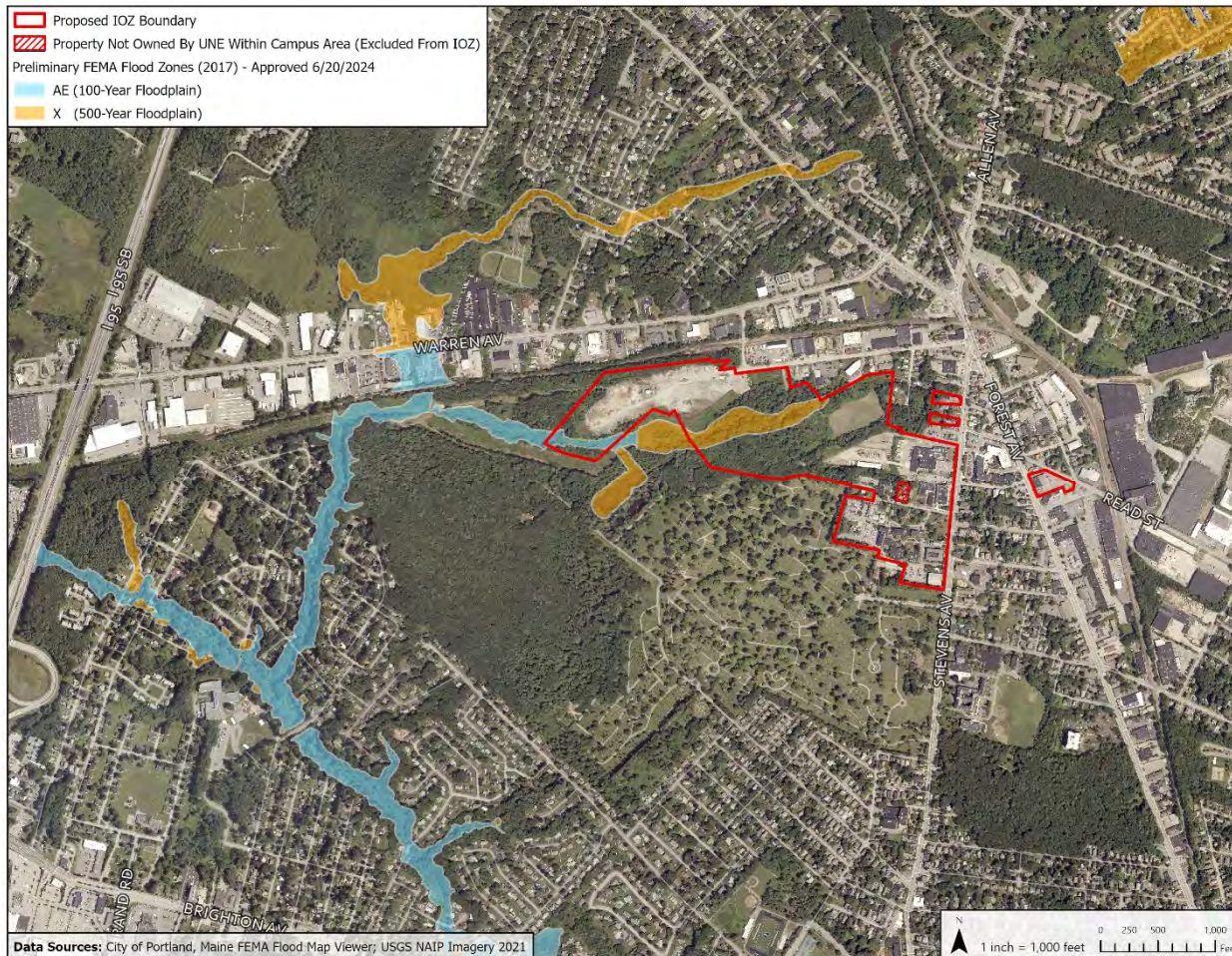


Figure 4.4 FEMA Flood Hazard Map

Proposed Future Development and the Environment

Future development will not impact existing streams on campus and minimum setbacks will be maintained for all future projects. In cases where development cannot reasonably avoid these setbacks, consultation with the City of Portland and Maine DEP will be conducted to determine potential permitting or mitigation requirements. Additionally, none of the proposed projects includes direct or indirect impacts to freshwater wetlands or potential open waters and no impacts to wetlands within the FEMA designated 100-year flood plain are included in the campus master plan. No areas of significant wildlife habitat on or directly adjacent to campus are identified in the Maine Environmental Review Tool. With each project, Best Management Practices (BMPs) will be utilized to prevent offsite impacts to natural resources; additionally, nature-based solutions such as rain gardens, bioswales, landscaping with native plants and nest boxes for birds and bats will be considered to improve post-development conditions. Resources and guidance developed by Maine Audubon, Maine DEP, and Maine Department of Inland Fisheries and Wildlife will be referenced for effective design that will benefit wildlife and support the ecosystem services of the campus open spaces.

UNE has committed to preserving a significant acreage of dedicated open space, as shown on **Figure 6.4**. These areas will be rezoned as Open Space Preservation (OS-P). The total acreage of UNE's campus is approximately 72 acres, with approximately 10 acres being dedicated as open space. The 10± Year Development Plan includes development of approximately 2± acres of impervious area in Phase 1 (0-5 years), 0 acres in Phase 2 (5-10 years), and 0.6± acres in Phase 3 (10+ years). In total, the proposed development projects are anticipated to result in an increase of approximately 3.5% impervious area across the campus over the next 10+ years. The minimization of impact to natural resources and creation of impervious areas is achieved through careful site selection, including siting the new A2 academic facility on an existing developed surface parking lot and siting the new F1 athletic facility in a previously developed portion of campus. Additionally, through the increase in allowable height, the building footprint for the new H1 housing facility is able to be minimized, preserving the adjacent natural resources. UNE has committed to preserving approximately 14% of its campus as Open Space Preservation (OS-P) area, as shown on **Figure 6.4**, with areas summarized in **Table 4.1** below.

Table 4.1

Open Space Area Calculations

Description	Area (acres)	% of Campus Area
Total campus area	72	N/A
OS-P area in westernmost part of campus	2.7	4%
OS-P area adjacent to Evergreen Cemetery	4.6	6%
OS-P area near Mayfield St neighborhood and Capisic Brook	3.0	4%
Total Open Space Preservation (OS-P) area	10.3	14%

Athletic Facility (Campus Master Plan Identifier: F1)

The development of the athletic facility will not have impacts to nearby natural resources (see **Figure 4.5**). The facility is proposed in an existing impervious surface lot near the UNE Intermodal Transportation Facility (ITF).



Figure 4.5 Proposed Athletic Facility (F1) Development and Adjacent Natural Resources

Residence Hall (Campus Master Plan Identifier: H1)

The Residence Hall and associated parking (see **Figure 4.6**) are proposed for development on the existing Gulliver's Field and have been planned to minimize natural resource impacts, however some impacts may be unavoidable. In cases where development cannot reasonably avoid these setbacks, consultation with the City of Portland and Maine DEP will be conducted to determine potential permitting or mitigation requirements.

Gulliver's Field is a mowed, turf grass soccer and athletic field currently used for informal recreation with low vegetative species diversity and low wildlife value but is adjacent to mixed hardwood forest and forested and shrub wetlands as described in the Ecological Communities section of this chapter. These adjacent forested habitats may provide habitat a variety of eastern warblers, ruffed grouse, the American woodcock, red and gray foxes, microtones, and mustelids and serve as stopover locations for spring and fall migratory passerine bird species.

No impacts or tree-clearing activities are proposed in the Campus Master Plan within the open space areas on campus; forested areas will remain unchanged and provide valuable wildlife habitat and open space.

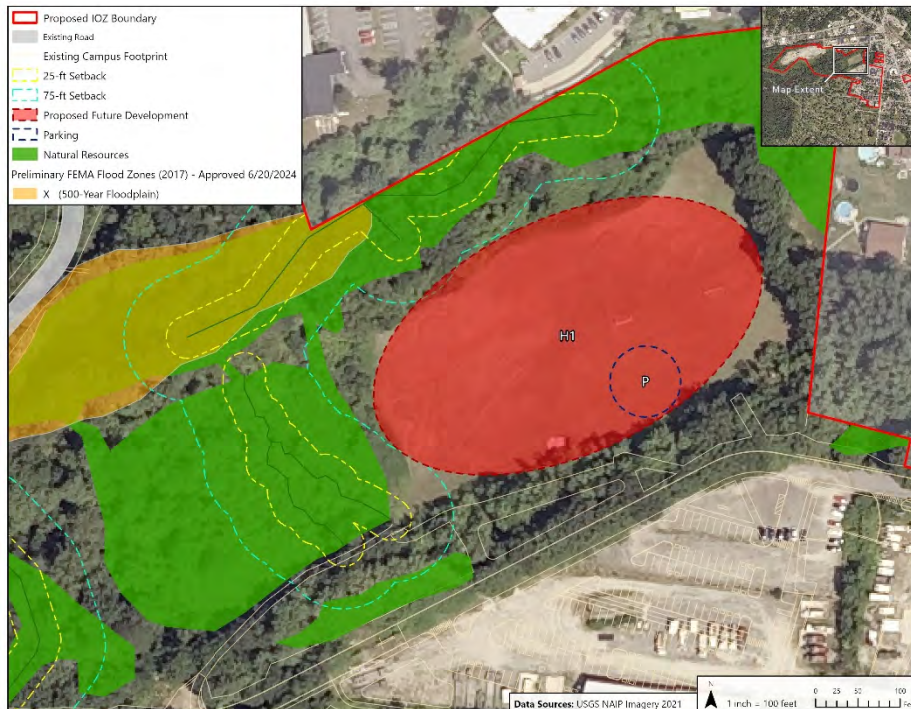


Figure 4.6 Proposed Residence Hall Development and Adjacent Natural Resources

Academic Building (Campus Master Plan Identifier: A2)

The proposed Academic Building will be built on an existing parking lot on the southwest side of campus (see **Figure 4.7**). No significant tree-clearing and no direct or indirect impacts to natural resources is proposed for this project.



Figure 4.7 Proposed Academic Building Development and Adjacent Natural Resources

Natural Resources Protection

UNE, in development of this IDP, has sited the proposed campus improvements in locations that avoid conflict with natural resources being contained to existing disturbed areas and maintaining open space (see **Figure 4.8**). Through thoughtful siting, impacts to the undeveloped and natural areas of the campus are avoided or minimized to the greatest extent practicable and overall contribute to the health of Capisic Brook by maintaining the stream's riparian zone, which provides canopy cover, flood protection, stabilizes soils, filters pollutants, and provides habitat for native wildlife. As previously stated, UNE is partnering with Portland Trails with the goal of providing more opportunities for the community to access Portland's open space and natural areas. UNE students and staff participate annually in coastal and river cleanup efforts and are part of a research team leading the effort to restore the American Chestnut tree, a keystone species of eastern U.S. forests, including Maine. In addition, UNE received funding approval to undertake a cleanup of the Campus Pond of accumulated debris, demonstrating the university's commitment to environmental stewardship.

With all campus improvements, consideration of the site's natural characteristics including soils, hydrology, slope, and vegetation as well as its proximity to wetlands, aquatic resources, and habitats will be evaluated, and impacts avoided or minimized to the greatest extent practicable and adhering to all related state and federal permitting requirements.

Specific to the Capisic Brook watershed, UNE understands its importance and will meet City and State stormwater management requirements for quality and quantity and consistent with earlier work on campus. The specific measures utilized to meet the regulatory requirements related to stormwater runoff will be determined during the site plan review process for each proposed facility. Items in the BMP toolbox include revegetation of currently impervious and de-vegetated areas, infiltration of stormwater where soil conditions permit, and under-drained soil filters. UNE will manage stormwater on-site before considering connections to the City's enclosed stormwater system. Further detail on stormwater management is provided in Chapter 5, "Infrastructure Plan."

As stated above, UNE is committed to including design elements that foster environmental stewardship and promote the health of ecosystems and the Capisic Brook Watershed. Incorporating wildlife habitat design into the project planning process will ensure that with each new project, additional greenspace and/or habitat is created. All proposed campus development projects will review potential aquatic resource and watershed impacts and avoid to the extent practicable and feasible, significant impacts to resources in project design and implementation. Proposed projects will submit project plans and designs to the City of Portland for municipal review and plans are subject to comply with the Urban Impaired Stream (UIS) Standard of Chapter 500 of the Maine DEP Stormwater Management Rule and NRPA permit requirements.

4. Environmental Plan

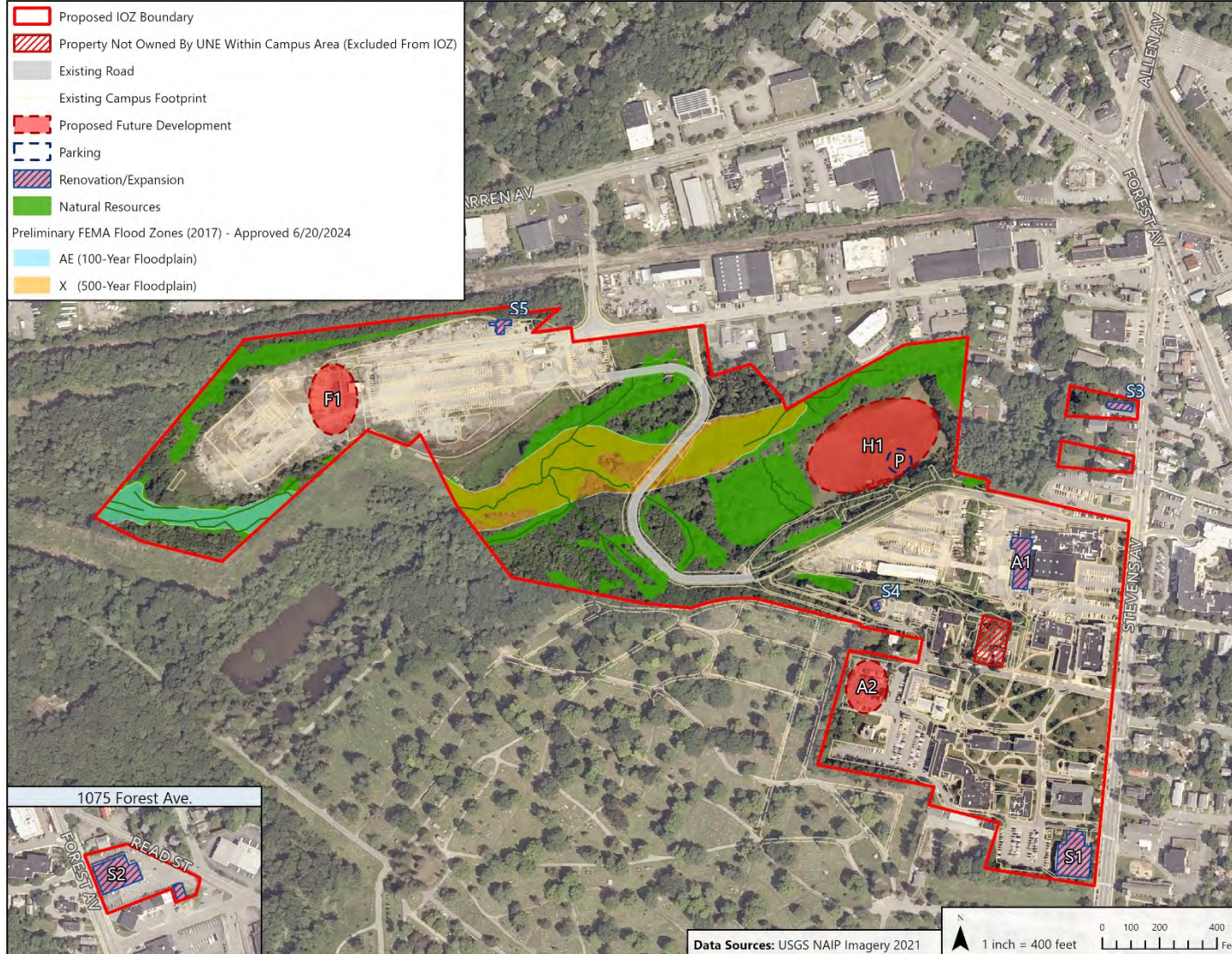


Figure 4.8 Natural Resources and Campus Master Plan

Operational Sustainability

Environmental stewardship is a core value of the University. UNE has been named one of the nation's most environmentally responsible colleges for seven consecutive years, according to the Princeton Review. In 2024, UNE was named in the Princeton Review's top 50 of the nation's most eco-friendly colleges. All new construction is conducted to the highest standards of sustainability, and all renovations are conducted with an eye toward improving environmental impacts. Each year, UNE invests in additional sustainable energy products (e.g., solar panels). As part of long-term plans for the campus, UNE expects to maintain, and where possible, broaden initiatives on its sustainable operation strategies.

Energy Conservation

UNE's Sustainability Office has been conducting greenhouse gas (GHG) emission inventories since 2008. The university's Carbon Monitoring Task Force has been charged with "making recommendations on energy demand, procurement, production, renewable technology implementation, emissions reductions and conservation." UNE voluntarily became a signatory to the Carbon Commitment in 2008 and as part of this commitment, created the university's Climate Action Plan (CAP) in 2010, which was subsequently updated in 2017. The UNE CAP has set an aggressive carbon neutral goal for 2040. The 2017 CAP update includes goals for GHG reductions and activities to help achieve those goals, including energy efficiency and renewable energy projects, building design and development standards (see Chapter 6), waste reduction strategies, alternative transportation initiatives (see Chapter 3), sustainability criteria integration into contracts, offset purchases, community-based marketing strategies aimed at sustainable behavior adoption for individuals, and integration of climate change and sustainability education across the curriculum.

The University's Energy Subcommittee regularly reviews operational efficiencies and monitors energy consumption internally through its direct digital controls and utility statements. Fiscal year 2023 usage for the campus was as follows: 4,668,514.67 kWh of electricity, 1,964.9 gallons of #2 heating oil, 2,146.6 gallons of propane, and 278,523.13 cubic feet (CCF) of natural gas burned in the campus' central steam plant and natural gas condensing boilers.

If the university realizes the full potential of development identified in the Campus Master Plan, the potential future usage of electricity and natural gas may initially be higher assuming similar operational conditions. However, with UNE's commitment to carbon neutrality, and advances in building technology, the actual consumption may be significantly less. UNE is unaware of capacity issues in these existing distribution systems and anticipates use of these systems to supply the future development. UNE will request capacity to serve letters from Central Maine Power (CMP) and Unitil for new projects during each site plan review process.

As detailed in the UNE Climate Action Plan, UNE has previously partnered with ConEdison Solutions to investigate a comprehensive energy efficiency program, and is now working with B2Q Associates to update it. The potential sustainable energy use opportunities being considered include further LED retrofits, solar thermal, solar electric, and boiler plant upgrades with potential fuel switching. Building automation controls and window replacements for the campus are currently in progress. UNE has also developed a purchasing policy for energy consuming appliances and equipment to guide future campus purchases that do more to consider life-cycle costs. UNE will also undertake a lighting audit and retrofit, considering life-cycle costs when deciding what fixtures to install or replace.

Waste Management

Appropriate disposal of waste is a priority of the Sustainability and Environmental Health and Safety (EHS) Department at UNE. The EHS Department believes that “all faculty, professional staff, administration, students, and patrons are entitled to a safe and healthy campus.” To this end, UNE commits resources to remove recognized hazards, provide education and training, provide appropriate personal protective equipment, and holds everyone accountable and responsible for good health and safety practices. For all university activities, UNE implements and maintains the University’s Environmental Health and Safety Manual (revised August 2019), which houses the campuses environmental health and safety policies and procedures in accordance with federal and state regulations and also maintains the campuses Chemical Hygiene Plan (revised May 2022). These policies and procedures are continuously reviewed to ensure that UNE is meeting the goal of providing a safe and healthy campus community.

Annual Waste Audit

UNE partners with its contracted waste hauler to conduct annual waste audits of all municipal solid waste (MSW) dumpsters and single-sort recycling containers on campus. The annual waste audit spans three weeks in October, is weight-based, and is reported through the annual GHG emissions inventory on a fiscal year basis. For the fiscal year 2023, the campus disposed of an estimated 60 tons of MSW, and an additional estimated 7 tons of mixed single-sort recycling and cardboard were separated for recycling.

Recycling

UNE encourages students, faculty, and staff to engage in recycling and waste reduction throughout campus operations. Single-sort recycling stations are available in all academic and business buildings and include a three-bin, color coded system: blue for returnable bottles and cans, green for single-sort recycling, and gray for trash. The green, single-sort recycling bins allow for the co-mingling of paper, plastics labeled #1-7, metal, and glass. Returnable bottles and cans are separated from the single-sort stream for the purpose of supporting the recycling program, as the funds collected help to purchase bins, labels, signs, and educational materials aimed at waste minimization. In fiscal year 2022, UNE categorized its recycled waste and found 3% cardboard, 4% returnables (or redeemables), 12% metal, and 16% single-sort materials.

Additionally, campus recycling includes batteries, fluorescent light bulbs, computers, and electronics through the universal waste program. Books and journals are either recycled through the single sort program or donated to Better World Books for literacy programs. Waste cooking oil is collected by Maine Standard Biofuels and incorporated into their Bioheat product. Ink and toner cartridges are recycled through our office supply contractor. Facilities staff recycle used motor oil, scrap metal, tires, pallets, and captured refrigerants as well. Unneeded, lightly used furniture is offered to other non-profits or municipalities.

Composting

Food waste, such as kitchen preparation food scraps, compostable utensils and dinnerware, and post-meal food scraps are collected from UNE’s Nor’easter Café dining facility. Compost is collected by Garbage to Garden and brought to Benson Farm in Gorham for composting. In fiscal year 2023 over 3,222 gallons of food waste was composted from campus. The Green Office certification program also encourages individual offices to participate in the program, and the Communications Department, Library, and College of Graduate and Professional Studies have collection locations

for food waste in their kitchenette areas that are routinely collected by office staff and consolidated with the dining service waste for composting by Garbage to Garden.

Hazardous Waste

UNE is registered as a Small Quantity Generator (SQG) as defined by Chapter 851 of Maine DEP's hazardous waste regulations. The campus generates less than 220 pounds of hazardous waste a month and generates less than 1 pound of acute hazardous waste per month and does not accumulate more than 1 pound of acute hazardous waste at any one time. The hazardous waste generated on campus is gradually generated in small amounts in the research and academic laboratories. UNE does not anticipate increased hazardous waste generation and the future relocation of the Maine Army National Guard Vehicle Maintenance Facility will reduce the need to store hazardous materials on campus. All hazardous waste is appropriately labelled, stored, shipped, and managed in accordance with the Maine DEP hazardous waste regulations per Chapters 850-852, 857, and 875. The EHS Department oversees the management of hazardous waste and ensures the appropriate process documentation of all hazardous waste generated at the facility from generation to disposal.

Biomedical Waste

UNE is registered with DEP as a large quantity biomedical waste generator (a facility that generates 50 pounds or more of biomedical waste per month). Two types of biomedical waste are generated at UNE. The first is generated from academic and research labs and consists mostly of solid cultures of media, disposable culture containers and sharps. The second is generated by medical services and consists of blood-soaked material, personal protective equipment and other potentially infectious material. All biomedical waste is generated, managed, and disposed of in accordance with the regulations set forth by the DEP in Chapter 900, the Biomedical Waste Management Rules. Laboratory managers are responsible for the generation and packaging of biomedical waste while EHS oversees the program from generation, storage, transportation, and ultimate disposal. EHS maintains all paperwork associated with the transportation and disposal of biomedical waste. UNE has a biomedical waste management plan for the campus; the plan includes a description of the biomedical waste generated, packaging and handling procedures, training requirements, spill containment and clean up procedures, and contact information for persons responsible for biomedical waste management at the university.

Sustainable Landscaping

As stated above, there are two gardens on the campus of significance regarding sustainability - the Medicinal Herbal Garden and the Community Garden. UNE is committed to including design elements that foster environmental stewardship and promote the health of ecosystems and the Capisic Brook Watershed such as bird-safe window design, stabilizing construction disturbance areas with native seed mixes and revegetation utilizing native plants, in particular as buffers between development and natural areas; utilizing best management practices for stormwater retention and infiltration; limiting tree clearing; and removing existing trash and debris from aquatic resources. Incorporating wildlife habitat design into the project planning process will ensure that with each new project, additional greenspace and habitat is created.

Noise Generation

UNE's campus generates noise at low levels that are consistent with and generally not disruptive to the neighborhood. Measured sound levels are below the Noise Standards within the City's' Land Use Ordinance. Some periods of increased noise generation are anticipated during project construction and are addressed in Chapter 7 – Neighborhood Engagement.

5. INFRASTRUCTURE PLAN

Infrastructure Planning

Sustainable and resilient infrastructure is essential for the continued operation of UNE's existing campus as well as planned development. With the projected future demand realized through the Campus Master Plan, sufficient capacity to serve would be ensured. **Figure 5-1** illustrates existing City sanitary sewer and stormwater infrastructure within and surrounding the campus.

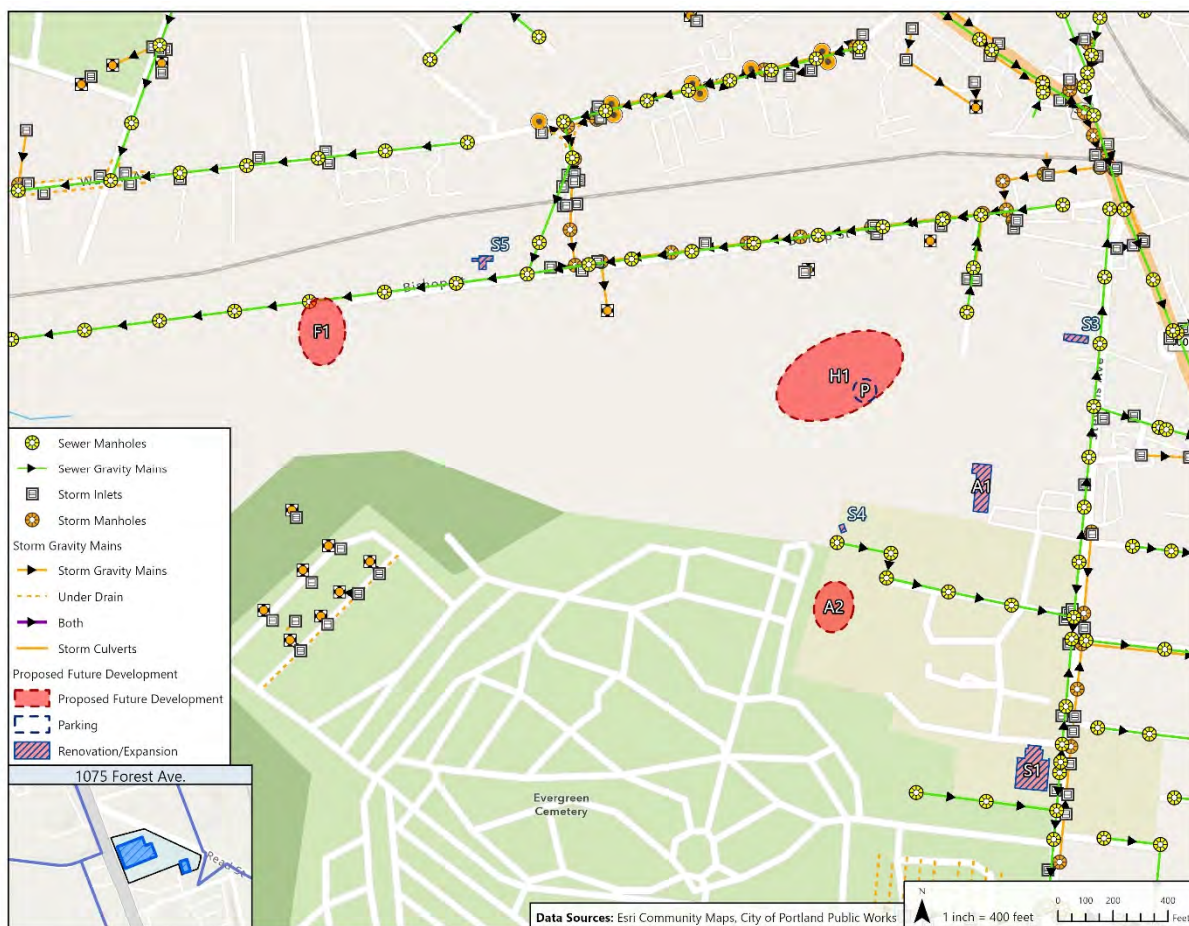


Figure 5.1 Existing Stormwater Infrastructure and Campus Master Plan

Stormwater Management

Existing Stormwater Infrastructure

Existing stormwater management systems on campus mainly utilize on-site stormwater quality and quantity BMPs including infiltration systems, with the secondary means being conveyance to the Stevens Avenue and Bishop Street combined sewer system. The value and importance of reducing stormwater runoff is reflected in UNE's recent development projects as evident in the design of the UNE Intermodal Transportation Facility, which reduced impervious surfaces by approximately 2.3 acres and utilized infiltration systems to minimize flow to the combined sewer. With the northwestern portion of the campus within the Capisic Brook Watershed, an urban impaired stream classified by Maine DEP, UNE seeks to actively contribute to the health of the watershed through the implementation of low impact development strategies.

The Bishop Street combined sewer has a Combined Sewer Overflow (CSO) located to the west of the UNE campus, which serves as a relief point during high-flow conditions. In low-flow conditions, combined sewer flows to a pump station located off of Congress Street, which sends flow to the East End Wastewater Treatment Plant. UNE understands the importance of reducing and minimizing flows to this combined system to help reduce the potential for overflows. The Stevens Avenue combined sewer is routed to Back Cove, where it is ultimately conveyed to the East End Wastewater Treatment Plant.

Future Stormwater Flows

UNE will continue to make efforts to minimize the impact of its future development stormwater runoff through the continued and expanded use of infiltration systems. All projects at UNE will be designed in compliance with the State and City standards. Wherever possible, UNE intends to manage stormwater on site to reduce flows to the City's combined system and consistent with its past, UNE will meet or exceed local and state regulatory requirements.

The University also has an active Spill Prevention Control and Countermeasure Plan and Stormwater Pollution Prevention Plans, further assisting them with regulatory compliance.

Utility Demand and Capacity

Water

Water services are supplied by Portland Water District (PWD). The two water mains that serve the campus include a 12" water main in Stevens Avenue and a 12" water main in Bishop Street. Fire protection services include hydrants that are located along Warren Avenue, Forest Avenue, Bishop Street and Stevens Avenue. UNE strives to limit water consumption through various means including low flow fixtures. Water usage in fiscal year 2023 was 13,741.4 gallons per day (GPD).

Ability to serve letters have been provided by PWD for two current projects (as of the preparation of this Plan) including the Department of Campus Services Maintenance Facility building and the COM building. Based on correspondence with PWD, UNE does not anticipate any issues with capacity

of the existing water distribution systems to support the university's Master Plan and will provide ability to serve letters from PWD as part of future Site Plan Reviews.

Wastewater

Wastewater from UNE is discharged to a combined sewer system in College Street and Stevens Avenue. With a conservative assumption that no water is exported (used for drinking water as an example) and assuming wastewater discharge is equivalent to water usage, in the fiscal year 2023 wastewater discharge was 13,741 GPD. Future planned development is expected to increase wastewater discharge. All future projects will provide an ability to serve letter from the Department of Public Works as part of Site Plan Review. UNE also participates in the City's Fats, Oils, and Grease (FOG) Program, to responsibly dispose of these biproducts; maintenance of these systems is performed regularly to ensure they are operating effectively and not discharging to the City's sewer system.

Electricity

Central Maine Power currently provides electric power to the campus. As discussed in Section 4 Environmental Plan, fiscal year 2023 usage for the campus was: 4,668,514.67 kWh of electricity. UNE will request capacity to serve letters from Central Maine Power (CMP) during each site plan review process but does not anticipate any electrical capacity issues in the future.

Telephone & Data

UNE is currently serviced for their communications services by Consolidated Communications and plans to continue to work with this provider in the future. Additionally, UNE internet is serviced by Consolidated Communications and Spectrum and plans to work with these providers in the future. UNE does not anticipate any capacity issues or disruptions in the future.

Natural Gas and Heating Fuels

Unitil currently provides natural gas service to the campus. Natural gas services are located within Bishop Street and Stevens Avenue. Natural gas services required for future buildings will be coordinated with Unitil during the site plan approval process. Fiscal year 2023 usage for the campus was 278,523.13 cubic feet (CCF) of natural gas burned in the campus' central steam plant and natural gas condensing boilers. Two new 4" service lines have been installed to supply natural gas to future projects including F1 (Athletic Facility) from Bishop Street, and H1 (Residence Hall) from Stevens Avenue. The remaining planned projects will not require upgrades to existing natural gas services. If determined to be needed, gas service for future projects will be evaluated during site plan review. With UNE's commitment to carbon neutrality, and advances in building technology, future natural gas consumption will be limited to the greatest extent possible during the development of the Campus Master Plan.

Further, as discussed in Section 4 Environmental Plan, fiscal year 2023 usage for the campus included 1,964.9 gallons of #2 heating oil, and 2,146.6 gallons of propane. UNE does not anticipate any capacity issues securing heating fuels in the future.

Public Safety

The well-being of UNE's students and faculty is the top priority of UNE. This goes hand in hand with safety and security on campus. UNE has security officers that provide 24/7 patrol and dispatch coverage of the campus. These services are essential for crime prevention and emergency response. In addition to on campus security, UNE uses Rave Mobile Safety, an emergency notification service, which provides faculty, professional staff, and students with timely information and instructions during emergencies.

Sustainable Guidelines

UNE is committed to developing and maintaining sustainable and resilient infrastructure to support its current and future campus operations. UNE's proactive approach includes effective stormwater management through on-site infiltration systems and compliance with state and City standards to minimize runoff. UNE's water and wastewater systems are supported by Portland Water District and the City's infrastructure. UNE will continue to ensure sustainable capacity and growth of water and wastewater systems. UNE prioritizes efficiency and sustainability in its use of electricity, natural gas, and heating fuels. Additionally, UNE's robust public safety measures and reliable communication services ensure a secure and well-connected environment.

UNE has, and will continue to, support infrastructure sustainable growth through several key guidelines. For water conservation, UNE will implement and maintain water-efficient or low-flow fixtures to significantly reduce water consumption. For stormwater management, UNE will continue to incorporate and uphold green infrastructure practices and promote on-site infiltration. Enhancing energy efficiency is also a priority; UNE will upgrade and sustain energy-efficient systems such as LED lighting and energy-efficient HVAC systems. Achieving LEED Silver certification will continue to be the standard for energy efficiency. UNE is also dedicated to preserving existing natural habitats, integrating them into the campus landscape, and preserving open spaces and wetland areas where practicable. Through these practices, UNE will continue its commitment to a sustainable and environmentally responsible future.



6. DESIGN

UNE recognizes that the success of future development relies on structured design guidelines, review, and accountability. UNE is committed to maintaining its existing building stock, including those within the Westbrook College Historic District. Where feasible, UNE will renovate its existing buildings to create internal efficiencies and provide for continued and cutting-edge learning excellence, while respecting the campus' historic character. Where necessary, UNE will develop new buildings in accordance with the Campus Master Plan. UNE has committed to assessing the applicability and feasibility of the construction of new buildings to State of Maine Energy Stretch Code (IECC 2021), which meets and, in some places, exceeds Leadership in Energy and Environmental Design (LEED) Silver standards. The University also aims to design and build structures that are at significantly more energy efficient than comparable building stock, verified with third-party energy modeling. Building systems will be evaluated for life-cycle costs and take into account life-cycle fuel consumption and initial capital investment. This assessment informs the decision-making process for future development. New construction will also adhere to considering sustainability and energy efficiency in the Request for Qualifications (RFQ) process and will continue to integrate best practice design into all new projects. Each individual project will work within the planning framework and goals that set out to minimize its adverse impact on the campus, the environment, and the community.

Development Design Impact Considerations

UNE's campus includes one of the twelve locally designated historic districts in the City of Portland, and a nationally registered district, which is the Westbrook College District and its contributing buildings of Alumni Hall, Hersey Hall, Goddard Hall, the Abplanalp Library and the internal common or College Green. The proposed campus development looks to balance the campus' history and neighborhood context with UNE's programmatic needs. Predominant design characteristics of the historic property and resources (i.e., materiality, scale, orientation, etc..) are considered to establish a baseline for informing design principles. The design focuses on minimizing environmental impact while creating a cohesive campus with sensible and historically sensitive buildings and inviting open spaces. Within this framework, UNE aims to preserve the historic character of the existing campus and find opportunities for modernization and set the tone for the future of UNE and its commitment to the modern delivery of healthcare. The campus development will be planned to complement and enhance the community by respecting architectural character, minimizing visual and physical burdens, and creating enhanced open space accessible to all. Building siting will focus on campus optimization and minimizing impacts on neighbors through the use of buffers, landscaping, and architectural design. As much as possible the development will seek to create more compact circulation, limit new shadows and wind, and minimize the visual impacts from the surrounding neighborhood. Existing buffers will be maintained, as much as possible, to maintain the current visual character of the campus. Similarly, no new campus entrances are planned, which might adversely increase or change the existing public ways. The campus frontage is anticipated to remain the same with the Campus Master Plan.



Figure 6.1 Proposed Development in 3D - Overview

Neighborhood Integration

The neighborhood design standards establish a framework for a visually and architecturally integrated campus development and ensure that the campus is safe, environmentally sensitive, and minimizes adverse impacts on and off the campus. With respect to how the potential campus interfaces with the neighborhood, these design standards address the scale and massing of buildings, appropriate materials and colors, rooflines, locations of building entrances, building linkages, architectural detailing, adjacent open spaces, campus circulation and similar features.



Figure 6.2 Proposed Development in 3D - View from Stevens Avenue

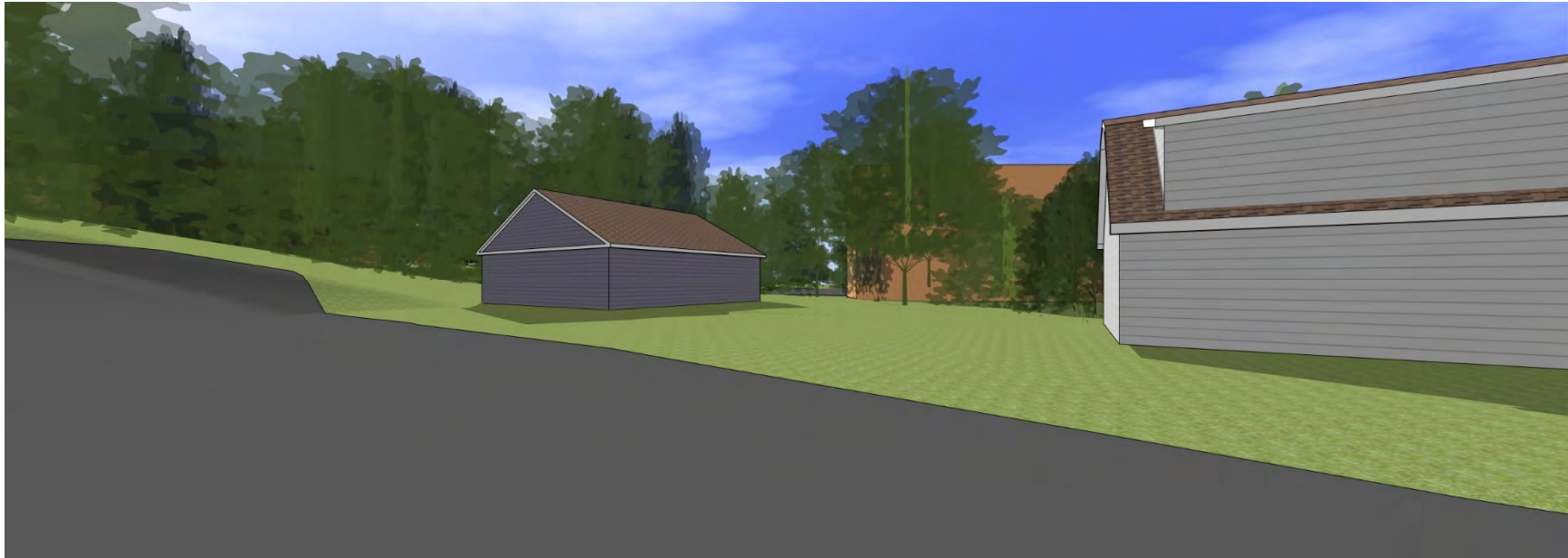


Figure 6.3 Proposed Development in 3D - View from Mayfield Street

Historic Preservation and Impact on Future Designs

The Westbrook College Historic District encompasses the historic core of the campus and is bounded on the east by Stevens Avenue, and on the north by College Avenue. The surrounding context and history set the tone for the campus character and future development integration. UNE is committed to respecting and celebrating historic preservation and maintaining the overall legacy of the neighborhood. UNE has successfully designed, permitted, and renovated several historic facilities on campus. To date, Goddard Hall, Hersey Hall, and Alumni Hall have been revitalized through full historical renovations permitting through the Historic Preservation Commission. The exterior of these facilities has been maintained and restored to their original grandeur and color. All work done to Ludcke Hall, Proctor Hall and the Abplanalp Library has been done with an effort to preserve the historical nature of these facilities and has also been permitted through the Historic Preservation Commission. UNE's renovation of Alumni Hall was recognized with Maine Preservation's 2016 Honor Award as an outstanding example of historic preservation.

The Westbrook College Historic District building characteristics include a range of late 1800s and early 1900s architectural styles including Gothic Revival, Italianate style, and Colonial Revival. Creating an intimate scale and romanticism focus with earthy materials and sophisticated aesthetics. These styles have provided guidance on the design characteristics of recently completed buildings such as the School of Pharmacy and College of

Dental Medicine building located directly on Stevens Avenue. Brick blends, sizing of windows and doors, building proportions and roof edge details allow newer buildings to seamlessly blend with those within the historic district and surrounding community.

Sustainability and Resiliency

UNE has a commitment to its community and natural surroundings. Campus development will further improve UNE's status as a resilient campus that provides a responsiveness to the planet and inspire the next generation of environment stewards. Buildings will be situated and oriented to take advantage of passive solar energy, natural light, air, and views. New buildings will take a low impact development approach to manage stormwater runoff and emphasize conservation and use of on-site natural features to protect water quality. The use of high efficiency building envelopes and mechanical systems will reduce the energy necessary to operate the building, further increasing resilience and protecting against unanticipated events. Universities are a vital partner to the communities they serve, and UNE will ensure the campus is part of an overall community solution to sustainability and resiliency.

Maximum Heights

UNE uses a multi-pronged methodology to determine the appropriate height profile for potential future development within the IOZ boundary to ensure an appropriate scale, while maximizing the utilization of space and minimizing impacts to the environment and surrounding neighborhood. As shown in **Table 2.3**, heights and square footages have been identified that reflects UNE's campus modernization needs. The development proposed in the Campus Master Plan would be allowed in the proposed Institutional Overlay Zone, including allowances of up to 85 feet in the areas of the proposed Residence Hall (H1), Athletic Facility (F1), and Bishop Street (S5) renovation/expansion and up to 75 feet elsewhere on the campus, consistent with the maximum allowable height in the proposed underlying zone of B2. Along the campus edges, where the campus is located adjacent to residential and open space zones, a 25-foot-wide transition zone will allow for building heights of up to 50 feet (see **Figure 6.4**).

For the proposed student housing building, the additional height is necessary to efficiently accommodate approximately 350 beds, a threshold determined through financial analysis to ensure project viability. By building upward rather than outward, UNE can significantly reduce the structure's footprint, preserving adjacent natural resources and maintaining more open space on campus. The 85 feet will accommodate a 7-story building, with a 25,000 square foot footprint. This was calculated assuming 500 square feet per bed, with a lower level floor to floor height of 15' (programming may include fitness center, laundry, mechanical, community rooms, etc.), with the upper level floor height of 11' per story, for a total height of 81', plus roof parapet or pitch dimensions.

For the second location, at the rear of campus, the 85-foot height allowance will provide essential flexibility for the development of a new athletic facility. This height will allow room for parking beneath the structure, if necessary, and/or potentially a larger mixed-use building. Given the constraints of the campus footprint and UNE's commitment to responsible land use, vertical expansion is a key strategy for balancing growth with conservation. Allowing increased height in these specific areas ensures that future campus development can proceed efficiently, minimizing land disturbance while supporting UNE's evolving academic, athletic, and student life needs.



Figure 6.4 Proposed Open Space and Maximum Height Map

These heights were determined using context-sensitive best practices, similar to those used to develop height zones for UNE's Biddeford campus. The approach includes enabling larger buildings within the campus core while providing height transitions and expanded setbacks to better align with the scale of the residential and historic neighborhoods along the campus' edge. Consideration was also given to the campus' natural topography when determining maximum heights, to minimize perceived height from adjacent streets and neighborhoods. Dedicated open space areas reflected on Figure 6.4, such as along Capisic Brook, are identified as no-build areas, to preserve existing natural resource areas. Consistent with the City of Portland's recently adopted ReCode, UNE is seeking an increase in allowable maximum height from 75-feet (per the proposed underlying zone of B-2) to 85-feet in specific locations on campus to allow for densification and to minimize impacts to natural resources. The resulting height profiles are the basis of the maximum heights in the Regulatory Framework.

Transition Zones

UNE has identified transition zones along the edges of the IOZ boundary to allow for an appropriate relationship to the surrounding context and create a consistent scale of development. **Figure 6.4** depicts a 25-foot-wide transition zone around the interior perimeter of the contiguous campus with a maximum height in that transition zone of 50-feet, as well as a triangular area adjacent to the proposed housing site with a maximum height of 50-feet. In the area of campus adjacent to the Mayfield Street neighborhood, an open space area 35 feet in width provides buffering and transition from the residential neighborhood to the interior 85-foot maximum height at Gulliver's Field. The open space areas, which will be rezoned to Open Space Preservation (OS-P) will be no build areas. Activities within the OS-P will comply with the requirements of the City's Land Use Code.

Safety & Environment

UNE is committed to maintaining a safe environment for all users in and around its campus. The Campus Safety and Security Department monitors the campuses through in-person patrols and CCTV cameras and provides response to any situation that may arise, around the clock, every day of the year. UNE recognizes that environmental design can play a large role in creating a safe place. To this end, UNE has focused on providing a clean and aesthetically pleasing campus environment that is designed with vandal-resistant materials and is providing clear and properly sized signs in safe locations to ensure safe wayfinding. Paths from transit stops, bike storage areas, and parking areas to main pedestrian entrances are well-lit with clear sight lines. Street-level elevations and landscaping areas are designed to minimize potential hideouts and blind spots. Call boxes with blue lights are distributed across campus and are easily identifiable as well as the installation CCTV monitors in more remote areas provide additional safety measures. An Important element is the adequate lighting levels on walkways, parking lots and roadways as well as encouraging activating spaces to encourage many eyes and people. UNE's Campus Safety and Security Department provides a Clery Report every year that summarizes the past year's offenses and crime statistics on each of its campuses. Over the last 3 years there have been no events reported related to issues stemming from Crime Prevention Through Environmental Design (CPTED) deficiencies on the campus. The University feels that active CPTED during the planning of projects has contributed to low crime statistics.

Design Guidelines

School integrity, academic achievement, and productive student lifestyle is reflected in the institution's physical building and campuses. To ensure that this character is intentional and consistent across UNE's Portland campus, the following Architectural Design Guidelines have been established. These guidelines will preserve and enhance the image of the University's quality, beauty, durability, and history.

UNE has developed a Master Plan (see **Figure 2.1**) and guidelines to enhance its campuses and help it fulfill its greatest potential. The Master Plan identifies the future programmatic needs and generally locates future building based on connectivity, height strategies, and sustainability approaches. Where possible buildings are clustered close together to encourage dense development while reinforcing active outdoor spaces, creating functional linkages with surrounding facilities. The Architectural Design Guidelines are to be used in conjunction with the Master Plan for consistency on the Portland campus and provide an overarching framework while still allowing flexibility in individual building design. The Architectural Design Guidelines provide direction for future development in the IOZ around the visual identity, building location, mass, and consistent use of materials.

Architectural Design Guidelines

The Architectural Design Guidelines were developed to address the following requirements and needs of UNE. These guidelines are intended to provide general guidance and direction and are not intended to supersede any local, state, or federal codes. It is the architect's responsibility to comply with all applicable codes.

1. Cohesive Campus

The overall composition and experience of the campus will be considered for cohesive identity.

2. Building Design

Building façade materials will be of high quality, durable to the weather, and contribute to an attractive campus experience.

3. Building Entrances

Building entrances will include prominent facades and be oriented toward pedestrian-oriented activity areas, including parking areas, to facilitate safe and barrier free access.

4. Lighting

New or renovated buildings should have adequate exterior lighting to ensure that entrances and surrounding areas are safe. All new exterior lighting will be selected to provide lighting levels that meet the safety criteria of the Illuminating Engineers Society of North America, IESNA. Consideration will be given to limit light trespass and glare into neighboring properties through the use of cutoff fixtures at the edge of campus, resulting in less light spillover into the surrounding community. Refer to **Attachment B** for UNE's Lighting Standards.

5. Outdoor Spaces

Building designs should strive to include a variety of open spaces and activities ranging from small intimate courtyards for contemplative study to open lawn areas for informal recreation and outdoor classes. Where applicable, provision should be made during the programming and conceptual design of new facilities to provide opportunities for outdoor use of open space as part of the site and for integration within the larger open space/conservation network.

6. Mitigation of Impacts

Buildings and site development will endeavor to minimize potential negative impacts related to shadows, wind, noise, heat, glare, lighting, contaminants, and the environment.

Visual Identity

The historic nature of the buildings located within the Westbrook College Historic District provides the underlying baseline for the visual identity of new proposed buildings. In addition to creating a consistent historic language, universal design elements will be considered. Universal Design is the design and composition of an environment so that it can be accessed, understood, and utilized to the greatest extent possible by all people regardless of their age, gender, or ability. All new buildings will be in accordance with ADA requirements. The University is committed to making its spaces accessible to the public. The University employs a comprehensive and consistent interior and exterior signage system on campus to establish a unified visual identity. This aids in the cohesiveness of the campus and creates a familiar visual style for information. All signs comply with ADA guidelines.

Building Location

The Master Plan identifies potential building sites and open spaces. This framework provides guidance to ensure a cohesive campus and that the University's goals are being met. The Architectural Design Guidelines will reinforce the University's Master Plan while providing further direction on site elements. Access for emergency and maintenance vehicles, ADA issues, the relationship of new facilities with respect to existing campus elements, and the surrounding natural environment must be considered and maintained with each new building or renovation/expansion. In addition to new connections, new buildings and renovations/expansions must consider existing building relationships to ensure campus functionality and space activation are enhanced and not negatively impacted. Each new project will need to include pedestrian pathways and thoughtful, placemaking design to reinforce the Master Plan's vision.

Massing

The shape and size of each potential building is a balance of programmatic needs, site constraints, and appropriateness based on the historic context and University's goals. Human scale, pedestrian orientation and circulation, entrances and relationship to open space are key elements to consider. The perceived proportions of both individual and the collective buildings need to consider visual connections and sight lines. Deliberate efforts need

to be made to avoid adverse impacts on surrounding neighborhood context. The Architectural Design Guidelines provide human scale strategies to deploy to any new building or addition.

Building Materials and Systems

Material selection is critical for maintaining the overall aesthetic vision while ensuring performance standards are met. The American Society for Testing and Materials (ASTM) is recognized as the industry standard for establishing the performance requirements for various building materials. Adhering to ASTM standards for design criteria, material performance, and construction will provide quality control levels while eliminating untested or unproven materials, products, and systems from consideration on future projects. Materials selection will consider long-term maintenance and life cycle costs. Life Cycle Costing (LCC) is a process used to select the most appropriate and durable material based upon the owner's ability to initially purchase it, evaluate the materials' longevity, and its expected maintenance costs. LCC systems principally address mechanical, electrical, and plumbing; however, can also include materials associated with the aesthetic character of a project as well. Analysis of architectural, civil, and structural materials tends to be a balance of vendor reputation, past performance, environmental factors, and maintenance resources. The University's life cycle expectations are based on a 40-year building life. In addition, materials shall be considered on their physical make up and performance to ensure no materials that contain harmful substances or release volatile organic compounds are being used. The University considers WELL Building Design and U.S. Green Building Council (USGBC) design features in its projects. WELL, is a performance-based system for measuring, certifying, and monitoring features of the built environment. No asbestos containing materials, lead, PCBs, or mercury will be allowed in construction. UNE will strive to eliminate the release of volatile organic compounds to the extent practicable. Energy-efficient design will be incorporated into the design of each new project. The University has adopted the Maine Energy Code and whenever feasible, new, and renovated buildings will be designed with approaches targeting energy conservation and energy efficiency. UNE uses the IECC or USGBC LEED Silver rating for its energy efficiency and sustainability baseline. UNE is also a signatory of the Carbon Commitment and is striving for carbon neutrality.

Signage

UNE has established a standard for signage for their Portland campus, which is included as **Attachment A** to this IDP. The signage standards will be used for each future project to ensure consistency throughout the campus. These standards include directional signage for pedestrians and vehicles, as well as campus maps, building identification, and campus identification signs.

Exterior Lighting

Additionally, UNE has established exterior lighting standards for its Portland campus, outlined in **Attachment B** of this IDP. These standards will be applied to all future projects to ensure consistency across campus. They include lighting fixture distribution classifications, performance standards for different areas—such as roadways, parking lots, and walkways—requirements for lighting controls and equipment, and specific standards for athletic field lighting. Establishing clear lighting standards helps enhance campus safety, improve energy efficiency, and support UNE's commitment to sustainability.

7. NEIGHBORHOOD ENGAGEMENT

Being a good neighbor and having meaningful engagement with the community is critical to UNE's success. UNE makes every effort to being a respectful and understanding partner to its adjacent communities. An open exchange of information, ideas and feedback allows for vetted decision making and ensures everyone benefits from future plans and growth while minimizing adverse impacts. This engagement foundation allows the community to flourish and address concerns together. UNE ensures their partnership and communication goes above and beyond standard outreach. Informing abutters within a 1,000-foot radius, going beyond the 500-foot radius requirement, UNE is committed to including as many community members as possible in the IOZ process and Campus Planning.

Ongoing Community Engagement

UNE understands that its vision and growth is dependent on the overall success of the entire community, and this begins with open communication and collaborative engagement. UNE is committed to building and maintaining trust by clearly and consistently engaging its neighbors on both the institution's core mission and neighborhood concerns. The surrounding community is a diverse section of the city with many perspectives and goals. The campus is an important component that acts as a transition between commercial and industrial businesses in the Forest Avenue, Morrill's Corner and Warren Avenue corridors and the residential neighborhoods of Deering Center, Stevens Avenue and Mayfield Street. UNE values its role with both the local residential communities and the area businesses and strives to be fully supportive of the health and vitality of its neighbors. Over the years, UNE has established an honest and reliable communications, such as with the Deering Center Neighborhood Association, and UNE is committed to maintaining an open dialog with all of its neighbors, to resolve disputes quickly and fairly, and to ensure that its growth not only provides a robust, highly educated future workforce, but that also enhances the neighborhood's unique diversity, economy and livability. To do this, UNE proposes the following ongoing community engagement initiatives to ensure the surrounding neighbors are kept informed of UNE's future development plans and to gather any feedback from the public related to projects or operations on the UNE campus.

1. Develop a comprehensive Construction Management Plan utilizing the City of Portland's template to provide information on maintaining normal campus operations, providing continual public safety, and minimizing impacts to areas surrounding the campus during project construction. More information on the Construction Management Plan is below in this chapter.
2. Provide high level monthly project updates for all current/active projects on the Campus Planning page of UNE's web page (www.une.edu/campus/campus-planning). This web page will be accessible to the public.
3. Create a dedicated email address (uneprojects@une.edu) to allow neighbors to forward questions, concerns, or feedback directly to UNE's Planning Department and project team members. These emails will be answered in a timely fashion by the people directly involved in the construction activities. This email will also be utilized to send out specific project updates and potential impacts to its neighbors on current projects. Email updates will be sent out to neighbors who request to be included on the updates.
4. Continue to attend regularly scheduled local community neighborhood association meetings, like the Deering Center Neighborhood Association (DCNA), to present and review future development plans and receive ideas and feedback.

UNE's community reach is broad and deep in Portland, Cumberland County, across the State, and the region, with particular benefits to health care services, student and faculty volunteer initiatives for the marginalized and underserved, and educational benefits for residents. UNE is Maine's largest

7. Neighborhood Engagement

private university and the state's largest health care professional educator. UNE is also one of the region's major employers and ranks in the top quartile of Maine workplaces for the size of its workforce. Given this broad impact and influence it is important for UNE to have ongoing community engagement and align with all stakeholders.

UNE partners with external community focused associations that can help coordinate outreach and amplify messaging. These groups include the Deering Center Neighborhood Association, Friends of Evergreen, Portland Trails, etc. A neighborhood meeting was held on June 13, 2024, to provide the neighborhood with background information on the IOZ process and to garner feedback on UNE's Campus Master Plan. A second neighborhood meeting was held on October 30, 2024, at 6pm in the same location as the first meeting, to provide an update on the IOZ process and share materials from this IDP and from the Regulatory Framework. In addition to the required neighborhood meetings, UNE has hosted meetings on July 2, 2024, and September 16, 2024, with the Deering Center Neighborhood Association (DCNA), to share updates on the IOZ process and solicit feedback from this important neighbor to UNE.

A Community Advisory Group will be created for the purpose of sharing information on project development, planning, and seeking input. To the extent practicable, the group will be comprised of representatives of interested groups such as the Deering Center Neighborhood, parks and trails, bicycle/pedestrian, public transit, and the business community.

Property Management Framework

UNE directly oversees the maintenance and care of its facilities. This includes Safety and Security, grounds and building maintenance. Should operational issues arise, neighbors are encouraged to reach out to inform UNE of their concerns. The UNE phone line is answered 24/7 and persons can report concerns directly at any time. UNE has an on-call roster of technicians available to respond to emergencies in the evenings, overnight or on weekends or holidays.

UNE does not inspect or approve any off-campus housing and only provides an off-campus housing list as a convenience to students and landlords/rental agencies. UNE operates under the assumption that landlords/rental agencies conduct business within the guidelines of the law and all contractual agreements are between students and the landlords or agents. Any property issues of non-university properties would be dealt with through the appropriate resources. UNE provides an Off-Campus Housing Disclaimer that outlines its general approach.

Property Acquisition and Disposition Communications

UNE has established strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods. This includes alerting abutting properties of the transition of ownership and providing the appropriate contact information should it be required.

Student Service Learning and Volunteerism

Student learning and volunteerism aligns and integrates academics with the needs of the community. This learning strategy integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civil responsibility, and strengthen communities. Community engagement is a core component of all UNE health professions programs and Student Service Learning and Volunteerism is a key

7. Neighborhood Engagement

commitment of the university. Through structured service learning and volunteer opportunities, UNE students play an active role in promoting health, with an emphasis on serving Portland's vulnerable citizens. More than 700 health professions students annually provide hundreds of hours to non-profits across the city, often in interdisciplinary team-based groups that maximize the impact to community members. Benefits of UNE's Student Service Learning and Volunteerism includes culture competency, professional skill development, real-world application, and an opportunity to give back to the local community.

Service to the City and Region

UNE students and staff volunteer and donate generously to the local communities. They provide thousands of hours of service annually. Some examples include:

Health Care

UNE educates approximately 2,500 health professions students annually, nearly all of whom advance their clinical knowledge and skills by completing student practicums with health care affiliates in Portland, across Maine, and throughout New England. UNE has well established, long term academic and clinical partnerships with over 65 organizations in Portland alone, including major health systems, retail pharmacies, elder care facilities, agencies supporting disadvantaged residents, physical therapy businesses, and the Portland School System, among many others.

- Hundreds of UNE health care students provide thousands of hours to nonprofits in southern Maine, including the City of Portland, annually.
- In 2023 there were nearly 20,000 visits to one of UNE's Portland-based community outpatient health clinics, offering reduced cost care:
 - o Dental Hygiene Clinic 2,540 (Over 11,400 visits in last 4 years)
 - o OT/PT Lab and Rehab Clinic 1,135 (Over 4,700 visits in last 4 years)
 - o Oral Health Center 16,701 (Over 139,000 visits in the last 10 years)
- Allied Health Professions Students provide many hours of service at a number of Portland clinical sites.
- Dental students have annual rotations at Greater Portland Health
- Physical Therapy students provide services in 21 clinical locations in Portland.
- Applied Exercise students provide services in 6 clinical locations in Portland, including Portland High School
- Dental Hygiene students provide service in 3 clinical locations in Portland including St. Brigid's School
- Dental Hygiene students provide service at Portland Women, Infants & Children (WIC) sites, with 130 outpatient visits in 2023.
- Public Health, Social Work, and Nutrition students provide services at 13 clinical locations in Portland.
- Athletic Training students provide services for Deering and Portland High Schools
- Nurse Anesthesiologist students provide services for patients at Maine Medical Center and Mercy Hospital
- Occupational Therapy students provide services at 8 clinical sites in Portland including STRIVE, Long Creek Youth Development Center, and the Boys and Girls Club
- Physical Therapy students provide services at 11 clinical sites in Portland.
- Hundreds of UNE Nursing students provide a range of services at Portland health care providers and public health centers.
- The Cedars Portland senior living community has engaged the CDM to serve as a dental home for its residents.

7. Neighborhood Engagement

- UNE COM supports many trainings for Portland-based surgeons, physicians, and EMTs.
- In 2024, 9 COM students were chosen for Maine Medical's Residency Program.
- In 2024, 60 COM students completed clinical rotations at Portland health care centers (majority Maine Medical Center and Northern Light Mercy)

Public Health

UNE's Center for Excellence in Public Health (CEPH) provides education and service to the community and administers the Maine Area Health Education Center (AHEC). Portland and the surrounding communities are partners and recipients of these services.

- CEPH implements the State of Maine's SNAP-Ed program. Since 2012, the City of Portland's Public Health Division Nutrition Educators have provided Maine SNAP-Ed programming including direct education and policy and systems and environmental change interventions for eligible participants in the Portland community.
- Between 2016 and 2022, CEPH oversaw statewide substance use prevention efforts on behalf of the Maine Center for Disease Control and Prevention (CDC). The City of Portland was one of CEPH's subcontractors and implemented substance use prevention interventions in Portland.
- Between 2018 and 2020, in collaboration with UNE COM, CEPH oversaw a federally funded Primary Care Training and Enhancement Champions grant, through which a physician from GPH participated in a 2-year fellowship to improve services for people with opioid use disorder.
- Between 2020 and 2022, in collaboration with GPH and the Portland-based Maine Access Immigrant Network, CEPH evaluated a federally funded project on behalf of the Maine CDC to address health disparities in diabetes and HIV among Black and African immigrants, refugees, and asylum-seeking individuals in Cumberland County.
- Maine AHEC Network engages University of New England health profession students in community-based learning experiences with underserved communities in Portland. Maine AHEC Network coordinates these events in collaboration with community partners and provides training for students in advance of their participation. Examples since 2018 include:
 - o School-based Oral Health Care: Partner with local schools to have students participate in delivering oral health education, and in some cases apply dental varnish for school students (2018–Present)
 - o Portland Needle Exchange: Partnership with Portland Public Health's Free Clinic where students provided support at the Portland Needle Exchange (2018–Present)
 - o School-based Vision and Hearing Screenings: Partner with local schools for students to assist with vision and hearing screenings (2018–Present)
 - o Cumberland County Jail Corrections Officer Wellness Program: Partner with Cumberland County Jail for students to provide wellness education to corrections officers (2019–2020)
 - o Greater Portland Health Support Group for Refugees and Immigrants: Partner with Greater Portland Health for students to assist with a Support Group for Refugee and Immigrants (2019)
 - o Preble Street Volunteering: Students volunteered to assist at the Preble Street shelter (2018–2019)

7. Neighborhood Engagement

- Partnered with Portland Public Health’s Screening Priority Urgent Referral (SPUR) Clinic screenings for newly arrived refugees and asylees at Portland Public Health (PPH). The program rolled out this spring, with:
 - o 14 Scholar and Non-Scholar student participants, with a combined 21 student visits (some chose to visit multiple times)
 - o Students worked with precepting health professionals at the SPUR clinic, participating in health history taking and physical exams, point of care testing, intake and resource referral, health promotion and education.
- Maine AHEC Network Youth Healthcare Workforce Diversity Program
 - o Since 2017 Maine AHEC Network has partnered with Portland high schools and the local Ethnic Community-Based Organization Maine Access Immigrant Network to provide health career exploration learning opportunities for New Mainer students. A total of 167 Portland high school New Mainer students has participated in the program since it began in 2017.

Service Learning and Community Outreach

Community engagement is a core component of all UNE health profession programs. Through structured service learning and volunteer opportunities, UNE students play an active role in promoting health, with an emphasis on serving Portland’s vulnerable citizens. More than 700 health professions students annually provide hundreds of hours to non-profits across the city.

- Meals for Maine 2023 Contributions (September 2023)
 - o 23,290 nonperishable, shelf stable meals distributed to:
 - Preble Street Resource Center: 13,260 meals donated.
 - Sacred Heart Food Pantry: 2,690 meals donated.
 - Milestone Recovery: 2,040 meals donated.
 - Maine Access Immigrant Network: 1,630 meals donated.
 - City of Portland: 1,630 meals donated.
 - South Portland Library: 2,040 meals donated.
 - More than 28,000 additional meals were distributed to other areas in Cumberland County and beyond.
 - o Meals for Maine 2024 will double its impact with 100,000 meals delivered across the state, with a focus on Portland and Biddeford
- Cumberland County Jail (CCJ)
 - o Hundreds of harm reduction kits have been assembled by students and given to residents in need upon release from incarceration.
 - o Wellness kits and programming have been delivered to correction officers (COs) at CCJ to promote healthy living for individuals in these high stress positions.
 - o In fall 2024, weekly wellness programming will return to residents after a 4-year hiatus due to COVID. Jail administration and Armour Health have requested that UNE re-implement this long-standing program that earned UNE a Cumberland County Sheriff’s Office Certificate of Appreciation in 2018.
- Barron Center
 - o Nearly 100 UNE students have participated in the “Dinner with Friends” program which pairs students with residents to share a meal and special events together.

7. Neighborhood Engagement

- Boys and Girls Clubs of Greater Portland:
 - o More than 25 UNE students volunteer as mentors at the clubs each semester.
 - o Even more students have delivered special event programming for club members such as health fairs and pizza parties.
 - o Hundreds of pounds of granola bars, pasta and tomato sauce have been donated by the UNE community to help address food insecurity among club members.
- Milestone Recovery:
 - o Hundreds of students have shadowed the HOME team, learning about the collaborative effort to address the needs of Portland's unhoused community.
 - o Hundreds of sandwiches have been made by UNE students and delivered around Portland in collaboration with the HOME team.
 - o Student clubs and organizations have gathered hundreds of dollars' worth of supplies to meet the needs of Milestone's "wish list," as well as collected donations to fill backpacks for delivery around Portland by the HOME team.
- Deering High School & Casco Bay High School:
 - o UNE students have regularly delivered programming, mentorship, and special events for students, including a Career Exploration Day and STEM Expo exhibits.
- Maine Department of Corrections:
 - o Students have assembled more than 8,000 harm reduction kits for distribution to individuals state-wide, including community correction offices in Portland. As part of the kits, UNE students write notes of encouragement and hope which have been found to be incredibly meaningful to recipients.
- UNE College of Dental Medicine (CDM) Community Service:
 - o Second-year dental students visit Goodwill LifeWorks Deaf Services and Goodwill Neuro Rehab Clinic to provide oral health education and activities to their patients.
 - o Third-year dental students visit the Glickman Lauder Center of Excellence in Autism and Developmental Disorders once a month to provide oral health education and desensitization activities for the children at the Center.
 - o Health Fair at the Greater Portland Immigration Welcome Center.
 - o CDM participates in the Juneteenth Community Health Fair.
 - o CDM is one of several locations across the state participating in a program to provide care to veterans through the Maine Veterans' Dental Network (MVDN). Any veteran who is not 100% service-connected to the Veterans Administration, does not have dental insurance, and cannot afford to pay for dental care out of pocket can register for the program.
- Hundreds of UNE students have volunteered countless hours for Portland based Partners for World Health.
- Students in UNE's Reproductive Health Leadership program collected donations to assemble menstruation care kits for Sacred Heart Pantry when funding for these critically needed products ran out.
- COM provides medical services for the Maine Marathon.
- UNE is recipient of a grant to support training of Sexual Assault Nurse Examiners (SANE):
- Training Forensic Nurses, law enforcement, and EMS in Portland.
- ME Council of Elder Abuse Prevention Summit training.

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- UNE's Center for Excellence in Aging and Health offers continuing education opportunities to 730 Legacy Scholars annually – 143 of those scholars live in Portland.

Economy

UNE serves over 970 students on the Portland Campus alone. UNE brings students from Maine, New England, and increasingly from across the country and the world to Portland to live, study, and work. Many students elect to stay in Maine following graduation, including in Portland. The University is a top local employer, and it spends significantly to support local businesses. UNE faculty, professional staff, and students volunteer thousands of hours annually, providing *pro bono* services in the City. UNE researchers are tackling some of the most pressing issues facing the City and region, developing solutions with tangible impacts.

Many UNE students live in Portland and surrounding communities. They spend money to support local businesses and institutions. UNE also attracts thousands of visitors every year to Portland. These visitors spend money on lodging, food, and other services in the community.

- In 2023, 979 students attended classes on the Portland campus, and 372 reported a Portland home address.
- An additional 400 students will join the Portland campus when the new UNE COM facility opens Summer 2025.
- Approximately 30% of students are from Maine (including Portland and the surrounding area), and 70% of students come from outside of Maine (bringing "new" dollars to the community and region).
- A 2024 economic impact study found that student and visitor spending accounts for \$51.9 million in revenue for Maine businesses annually.

UNE is a major employer in Portland, Cumberland County, and the state of Maine, with many employees living in Portland and the surrounding areas. These residents pay property taxes and rent or mortgages. They support local businesses and services. Their children attend local schools. The following data exclude student employee numbers.

- UNE is the 15th largest employer in Cumberland County.
- UNE employs 1,890 people in Maine - over 560 employees work on the Portland campus.
- An estimated 150 additional employees will join the Portland campus when the new UNE COM facility opens Summer 2025.
- 177 UNE employees live in the City of Portland.
- UNE provides excellent employment opportunities with competitive salaries and benefit packages.
- UNE pays over \$17.6 million per year in salaries and benefits to employees living in Portland.
- UNE spends over \$143 million annually in operational expenses, \$55.4 million of which buys goods and services from Maine businesses, the vast majority of which are located in southern Maine.

Construction Management Principles

UNE has identified the construction management principles that will be implemented to minimize impacts to its surrounding neighborhoods from noise, vibrations, ground movement, truck traffic, dust control and other construction related factors. UNE will strive to schedule and undertake

construction operations in a way that will minimize, to the extent feasible, the disturbance to the public and occupants of buildings in the adjacent area.

Communication Initiatives

UNE has established a communication method to connect with its adjacent neighbors, the City of Portland, and construction teams. To facilitate direct interaction, UNE employs a dedicated email address where neighbors can submit questions or express concerns. UNE staff responsible for future projects promptly address these emails. Additionally, UNE proactively sends monthly updates to interested neighbors, covering project status and important alerts related to activities that might impact nearby roadways, create dust, vibration, or noise, and affect traffic around the campus. These updates are also accessible on the UNE website's Campus Planning page at une.edu. Furthermore, UNE actively engages with adjacent neighborhood associations, such as the Deering Center Neighborhood Association (DCNA), by participating in regularly scheduled meetings to discuss ongoing or upcoming projects.

Construction Schedule

UNE commits to delivering estimated master project schedules at the outset of any significant construction project it undertakes in the future. Throughout the construction period, regular updates to these schedules will occur, reflecting any adjustments to dates. These updates will be tailored based on the project's assessed impact on the surrounding neighborhoods and areas. UNE will relay these updates through the communication initiatives mentioned earlier.

Construction Management Plan

As part of the planning process and before beginning any major construction project, UNE will create a comprehensive Logistics and Safety Plan. This plan will be shared with neighboring communities and the City with objectives to ensure the continuity of normal campus operations, enhance public safety, and minimize disruptions in the areas surrounding the campus. UNE will adopt the City's Construction Management Plan template to develop its own Construction Management Plan, which will accompany each future project's Site Plan application.

Project Work Hours

Construction Management Plans submitted for each future project will outline the project's work hours, carefully established to minimize the impact on surrounding areas and neighbors, while ensuring efficient completion of the project work. UNE will adhere to the City's code of ordinances, which regulates work hours.

Public Safety and Access

Safety is of utmost concern for UNE, and it will be thoroughly reviewed and integrated into its Construction Management Plans. During construction, pedestrian walkways and vehicular access routes will be clearly marked with appropriate signage and diligently maintained. Safety fencing and lockable gates will be deployed to separate construction zones from public spaces. Access to these fenced-off areas will be restricted to authorized

7. Neighborhood Engagement

construction personnel, delivery staff, and members of the construction project team. UNE's campus houses a Safety and Security Department, which will oversee safety and access to these construction zones outside of work hours.

Construction Noise

UNE is dedicated to minimizing construction noise impacts on the surrounding areas. Construction projects inherently generate noise due to necessary tasks throughout their duration. UNE, along with its construction project team members, will proactively notify neighbors of any abnormal noise-creating activities, such as blasting or pile driving, through the updates process the university has established.

Construction Traffic and Parking

Construction Truck Routes and Volume – UNE and its construction project team will establish construction vehicle access routes to and from construction zones, prioritizing distance from residential and other sensitive areas. Construction vehicles will directly enter the fenced construction areas, avoiding queues on public roadways. This will be achieved by managing the frequency and volume of deliveries throughout the construction timeline. Clear markings and signage will guide construction traffic strategically to minimize noise, reduce conflicts with on and off campus users, and limit the spread of dust and dirt. Specific details for each future project will be outlined in the Construction Management Plans submitted for each project.

Construction Staging Areas – Construction staging areas for material and equipment delivered to the project sites will be located within the fenced construction zones for each project, ensuring they are positioned as far away as possible from residential and other sensitive areas.

Construction Personnel Parking – Jobsite personnel will be instructed to park either within the fenced construction zones for each project or remotely in UNE's Bishop Street parking lot. The construction project team and its subcontractors will actively promote the use of public transportation by workers to minimize the impact on the surrounding area.

Construction Air Quality

To mitigate dust issues and minimize impacts on the local environment from its project sites, UNE and its project team will implement several strictly enforced measures. These measures include using wetting agents to control airborne dust from construction access drives and construction zones, covering soil stockpiles as needed, ensuring that transport trucks use covers while moving materials that generate dust, and periodically sweeping and cleaning the construction zones.

City of Portland Construction Management Plan General Template

Attachment C to this IDP is the standardized City of Portland template that will be used for each future project to establish a clear and concise plan and open lines of communications with the City and its neighbors.

Attachment A: UNE Signage Standards



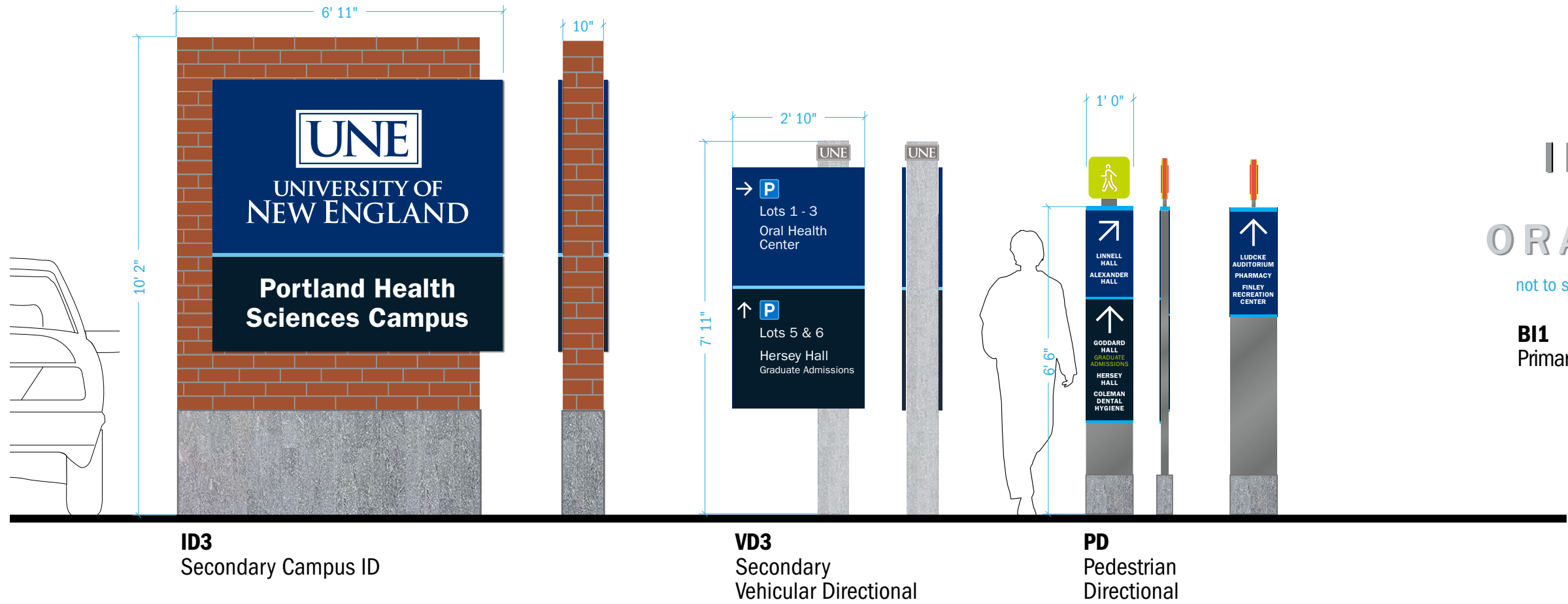
INNOVATION FOR A HEALTHIER PLANET

Portland Health
Sciences Campus

Design Development

February 22, 2023

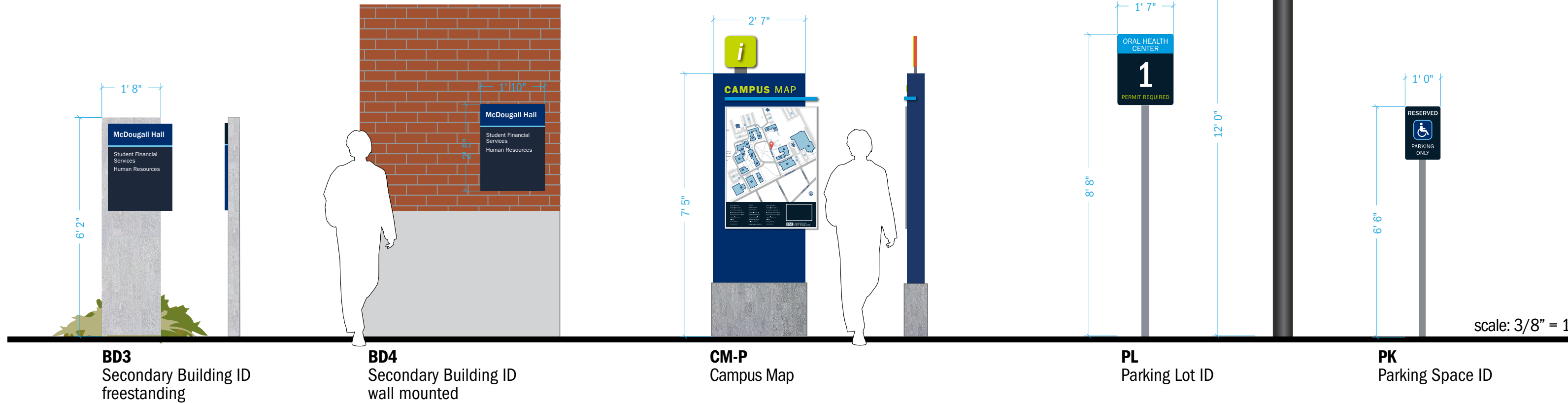
SIGN LINE-UP - PORTLAND



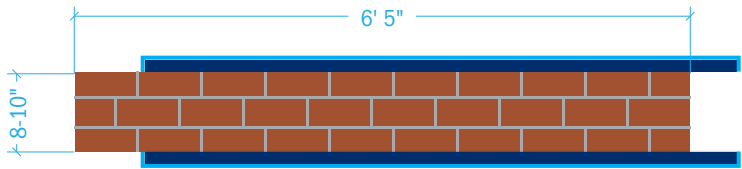
INNOVATION HALL
ORAL HEALTH CENTER

not to scale

BI1
Primary Building ID, letters



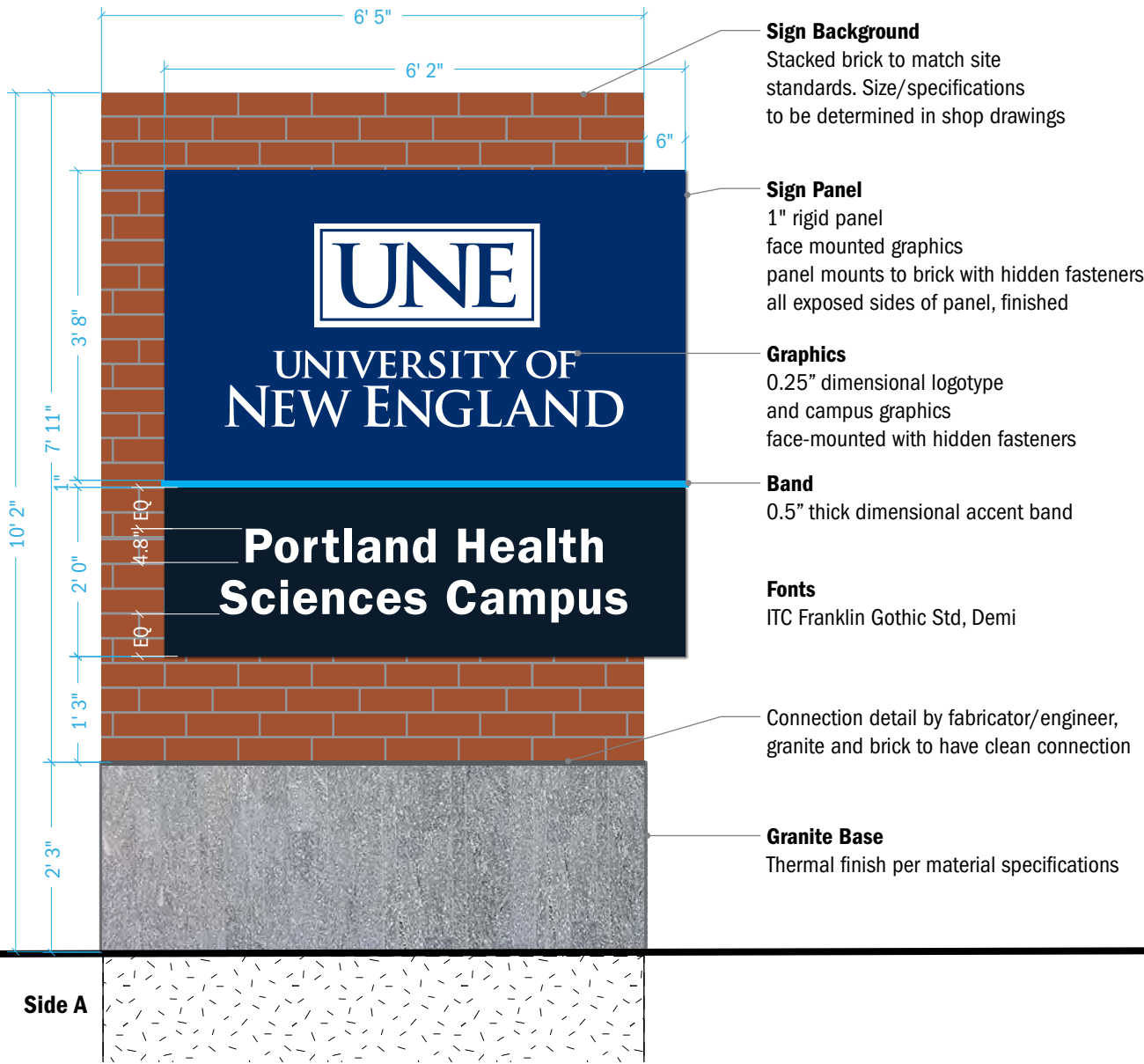
scale: 3/8" = 1



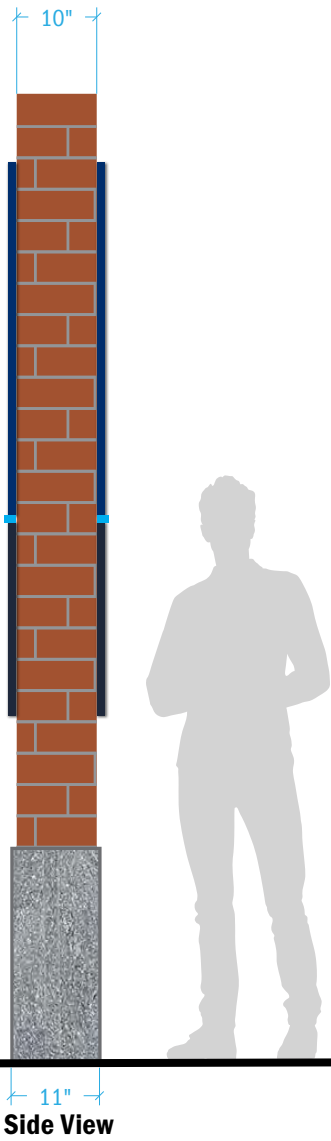
Top View



Context Image



Side A

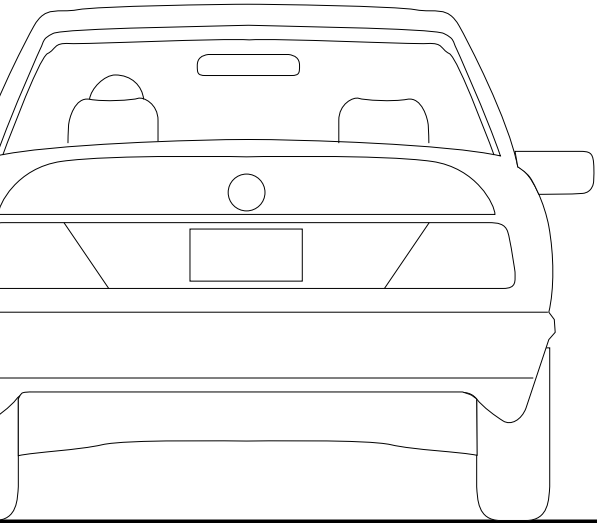


Side View

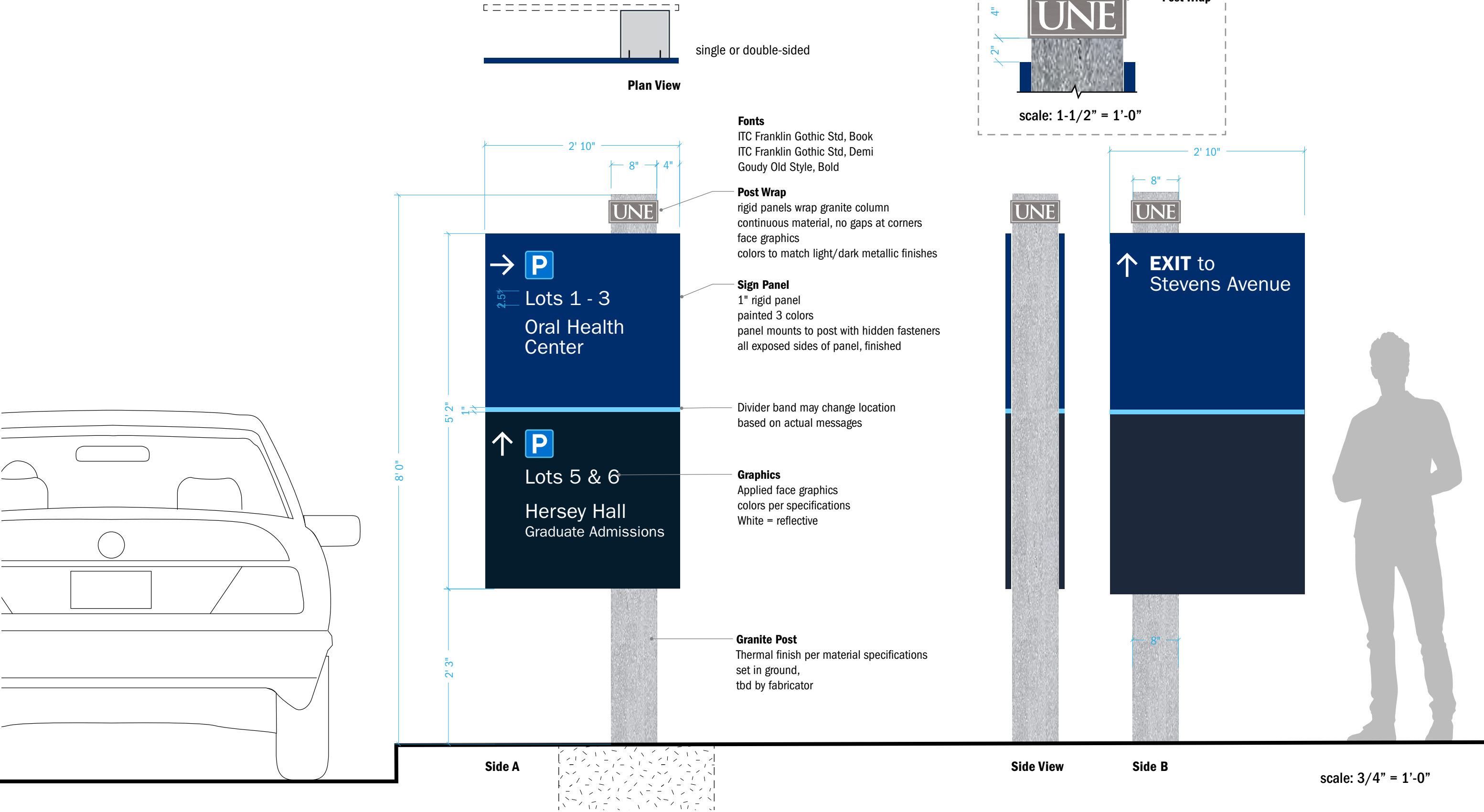


Side B

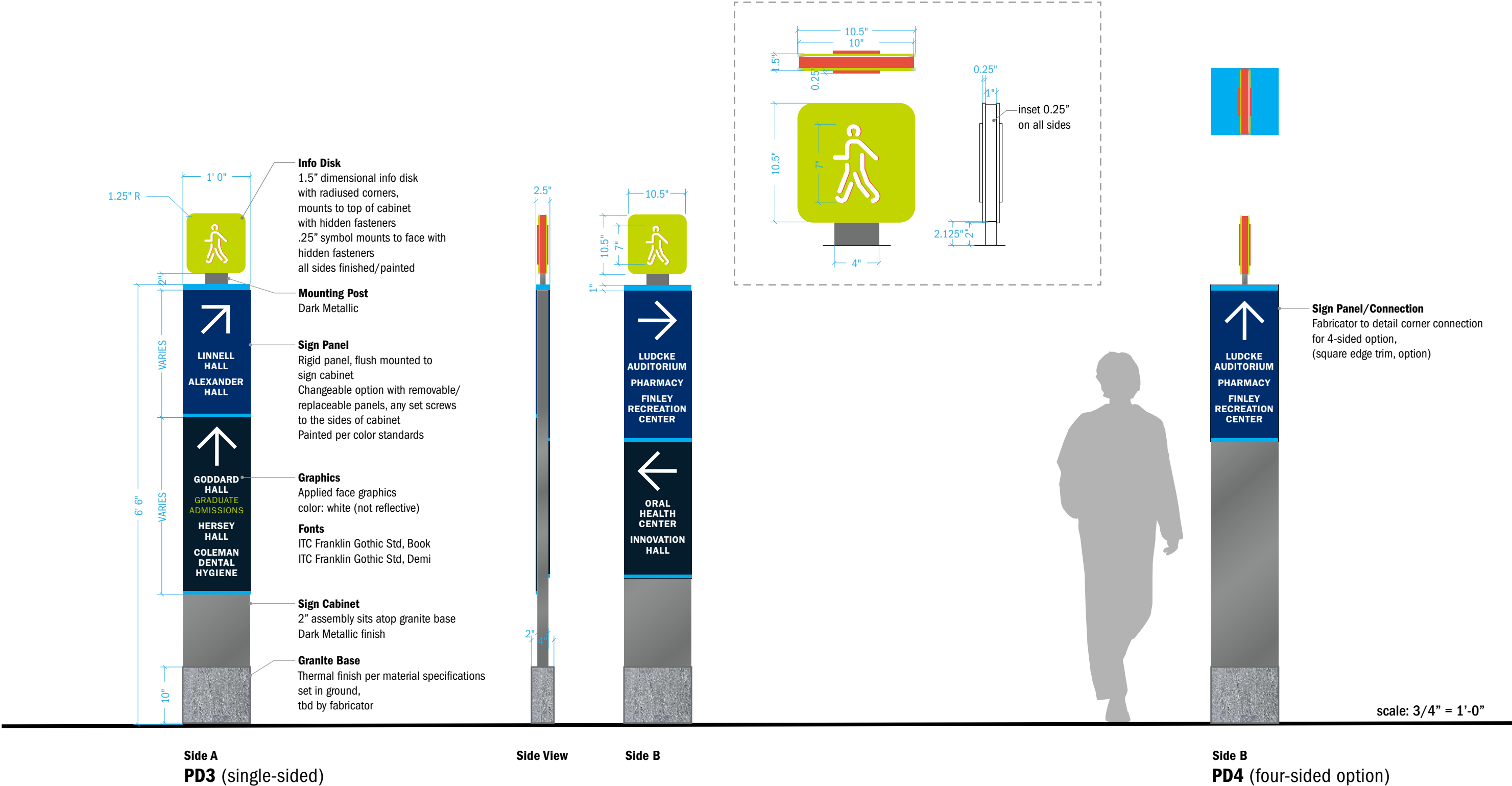
scale: 1/2" = 1'-0"



SECONDARY VEHICULAR DIRECTIONAL



PEDESTRIAN DIRECTIONAL



PRIMARY BUILDING IDENTIFICATION

VARIES

VARIES

INNOVATION HALL

ORAL HEALTH CENTER

1" dimensional letters, 5"-10" height letters are custom sized to entrance/placement on building.
Pin mounted to existing building or overlay panel where required.

Dark Metallic
(dark on light background)

Light Metallic
(light on dark background)

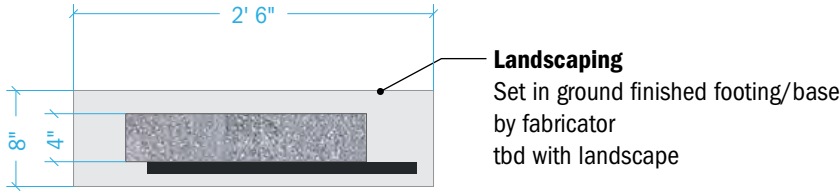
ITC Franklin Gothic Std Medium, tracking 150pt

scale: 1/2" = 1'-0"

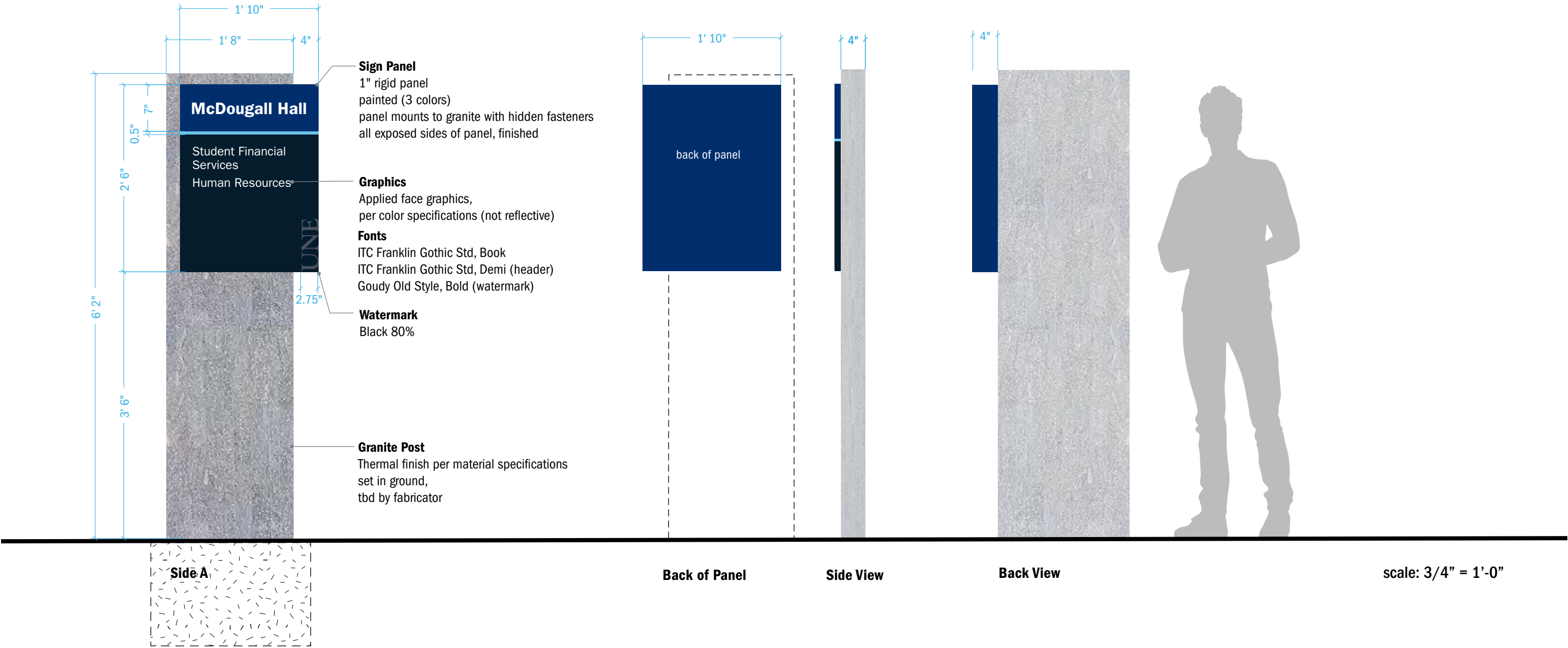


*NOTE: Images shown are for reference only; actual placement/use TBD

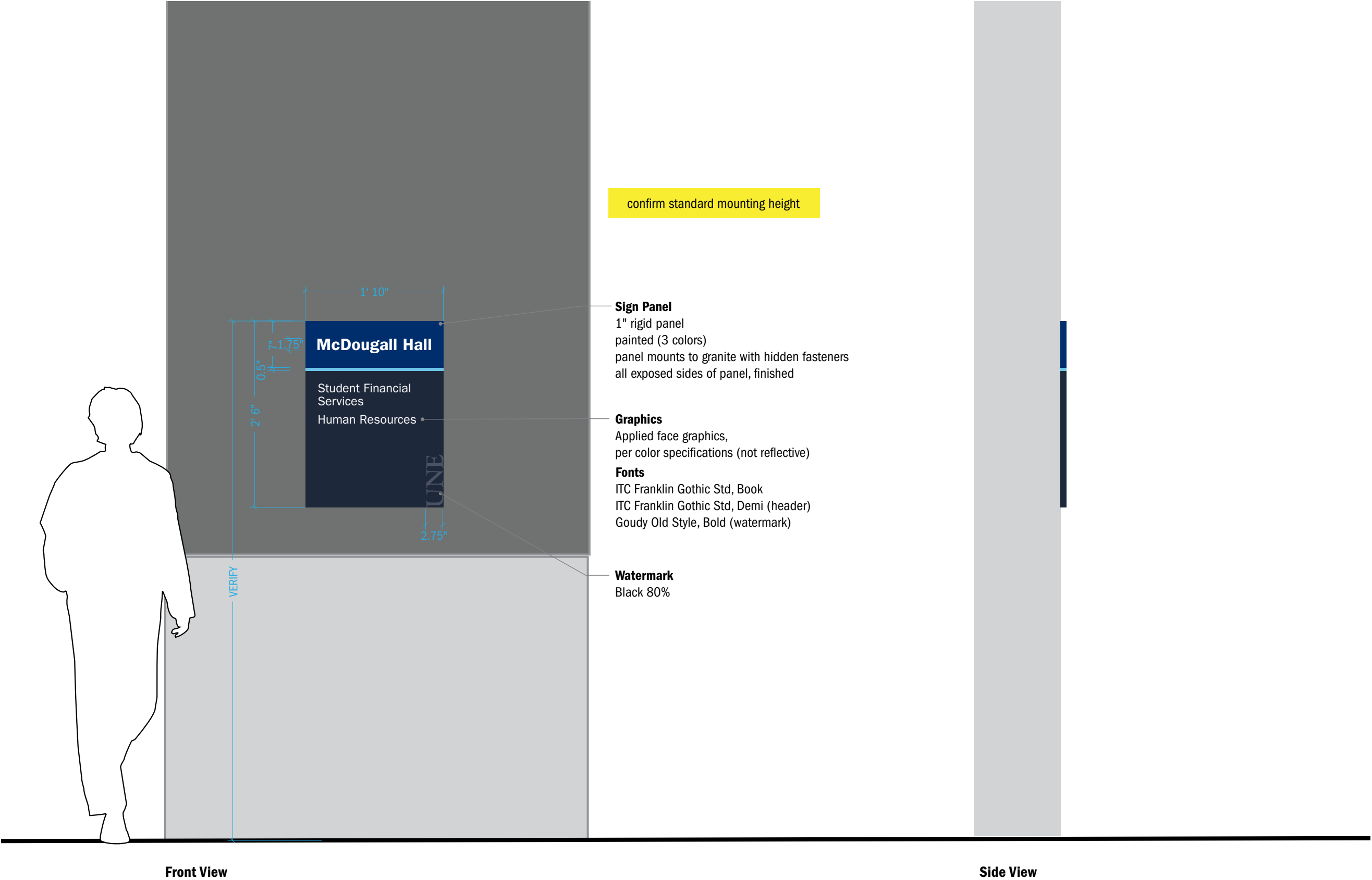
SECONDARY BUILDING ID - FREESTANDING



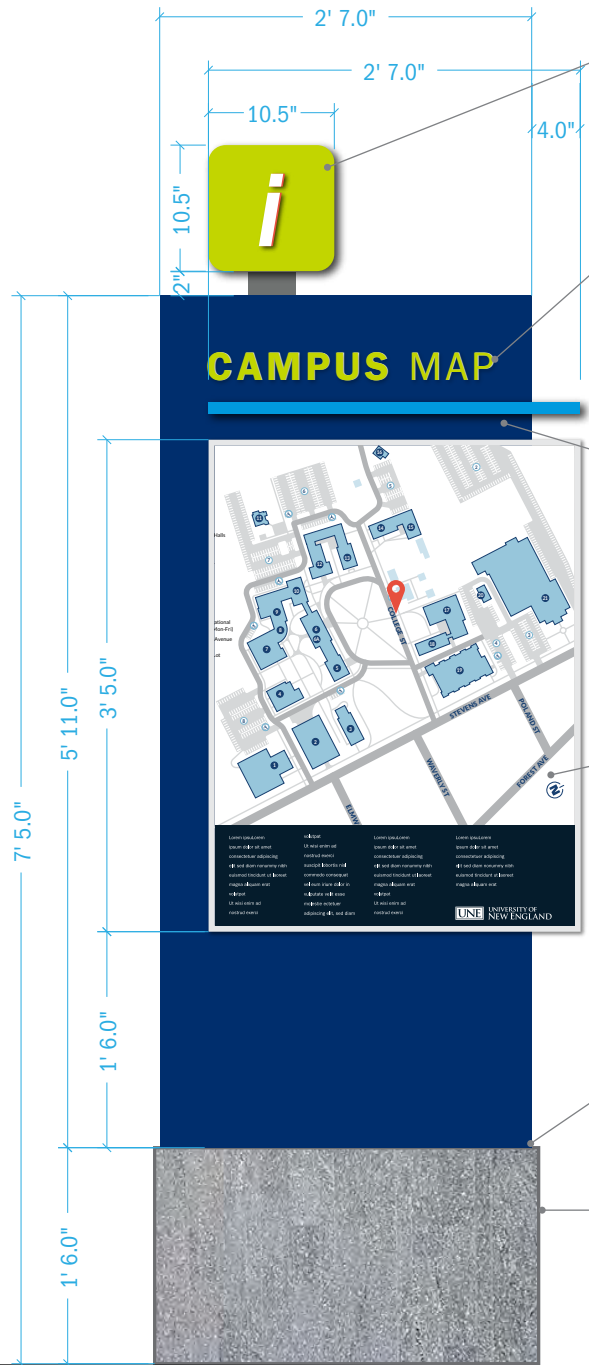
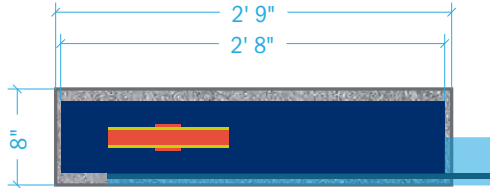
Plan View



SECONDARY BUILDING ID - WALL MOUNTED



CAMPUS MAP



Info Disk
1.5" dimensional info disk mounts to top of cabinet with hidden fasteners
.25" "i" mounts to face with hidden fasteners
all sides finished/painted

Letters
.125" letters flush mounted with hidden fasteners
Fonts
ITC Franklin Gothic Std, Book
ITC Franklin Gothic Std, Demi (header)

Cabinet
Sign cabinet sits atop granite base
all surfaces finished

Fin Detail
Projecting band, painted all surfaces
attached with hidden fasteners

Map Graphic/Assembly
Assembly with changeable map graphic
(see detail page)

Clean connection between materials

Granite Base
Thermal finish per material specifications
set in ground,
tbd by fabricator

Mounting Post
Dark Metallic



Side View



Logo
Applied to back of sign cabinet

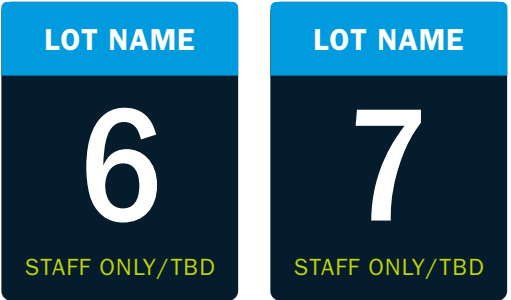
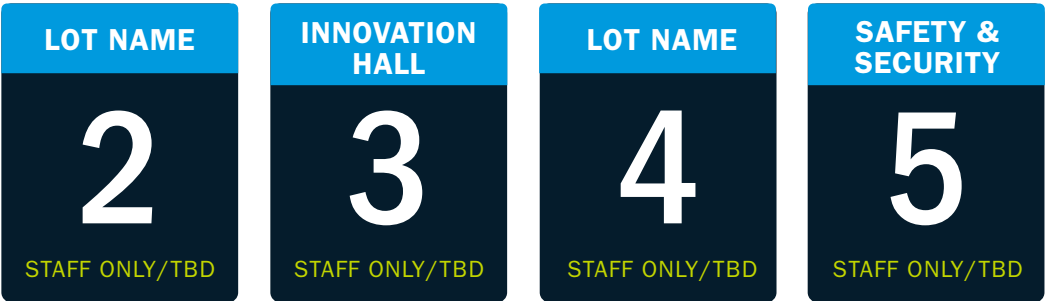
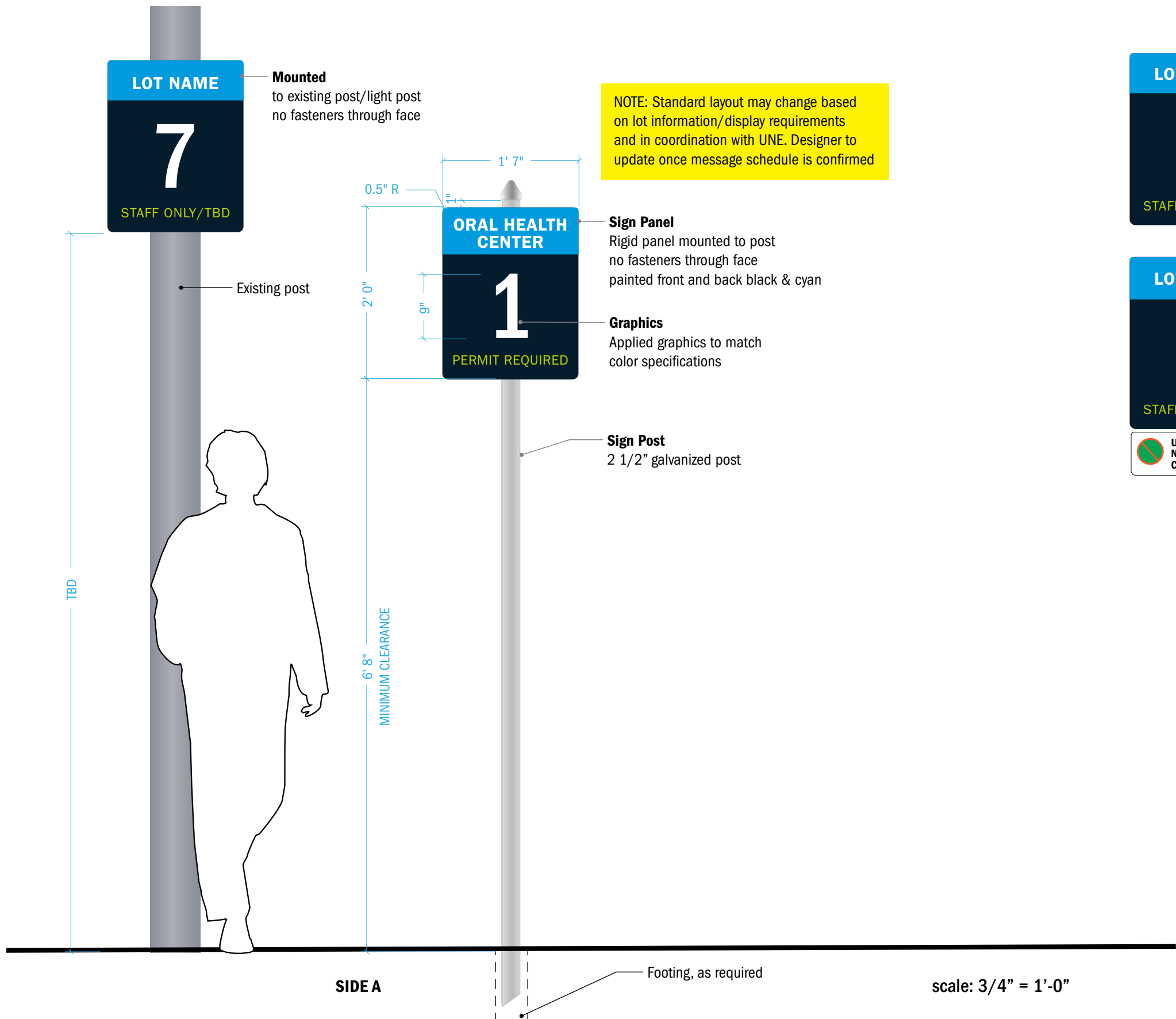
Back View

scale: 3/4" = 1'-0"

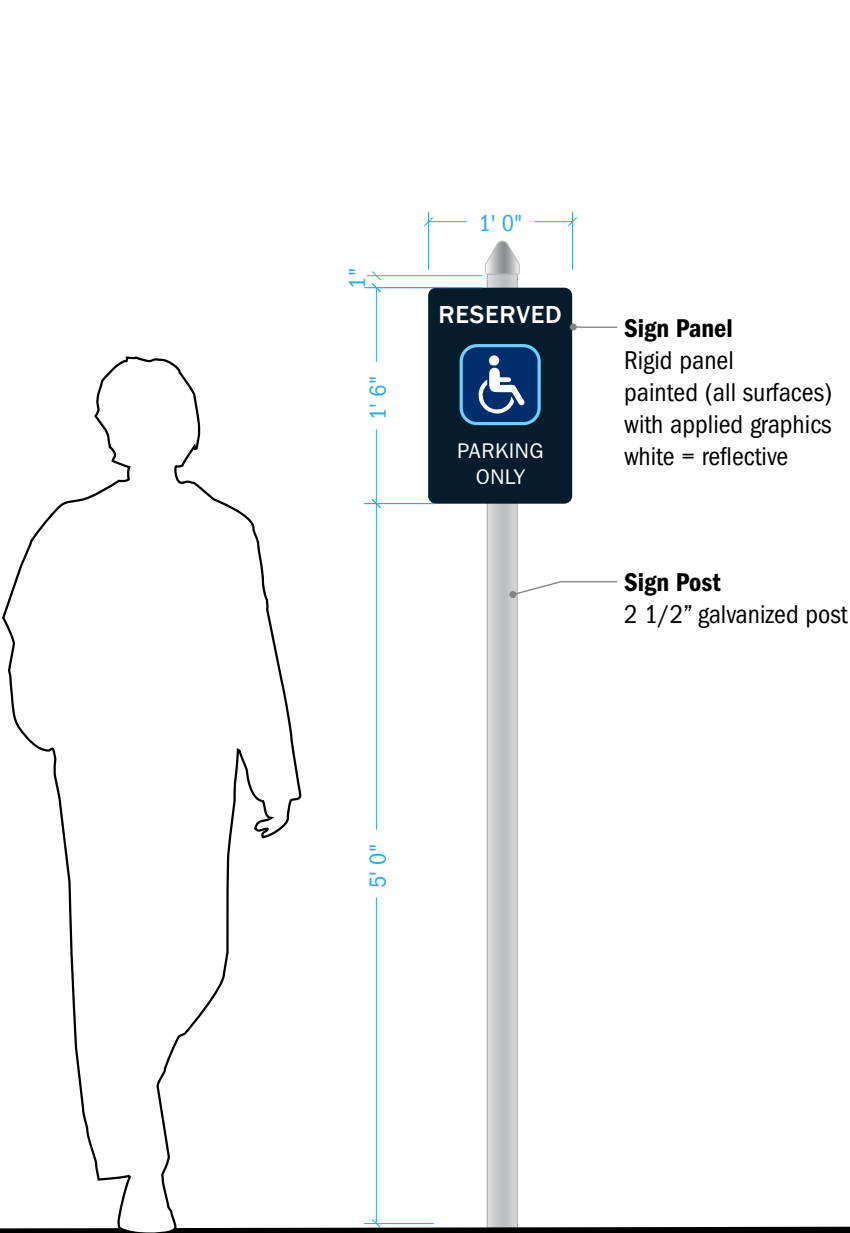
CAMPUS MAP - DETAIL



PARKING LOT ID



Secondary Info Panel (Option)
Rigid panel mounted to post
no fasteners through face
Information TBD



scale: 3/4" = 1'-0"

THANK YOU

Contact info:

Kerry S. Peiser, PLA

Landscape Architect | Project Manager

kpeiser@oakpoint.com

Oak Point Associates

O: 207.283.0193 | C: 207.205.1032

Elisa Winter Holben

Principal | Design Director

elisa@winterholben.com

WINTER HOLBEN Architecture + Design

O: 207.994.3104 | C: 207.703.3293

COLOR/MATERIAL SPECIFICATIONS

PRIMARY COLORS

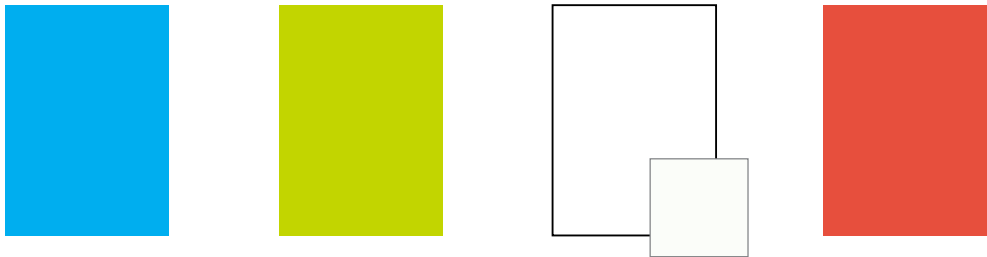


Blue
Blue - PMS 294c
match color

Black
PMS 296c
(needs approval)
Black with blue
undertone for signs

Gray
Gray - PMS 423c
match color

ACCENT COLORS



Cyan
Cyan
C=100%

Green
Green - PMS 382c

White
White
Matthews Paint
White Wonder
MP32071

Red
Red PMS 7625c

WATERMARK



Blue 80%
Blue - PMS 294c
@ 80% of color
match color

Black 80%
PMS 296c
@ 80% of color
(needs approval)

MATERIALS



Granite Smooth
Woodbury
Granite
Thermal Finish

Granite Textured
Woodbury
Granite
Rock Face Finish

Westbrook Brick
College Blend
Waterstruck™
Morin Brick
(Lewiston ME)
CONFIRM



Dark Metallic
Medium gray
metal finish

Light Metallic
Satin Silver
metal finish

Color-match
Pantone colors are noted where applicable,
the color is to be matched with exterior paint
and/or film.
Samples and shop drawings required for
approval



White
3M 7725-10
Reflective
3M 680-10

Vivid Blue
3M 7725-47

Olympic Blue
3M 7725-57

3M Peacock Blue
3M 7725-77

3M Perfect Match Red
7725-263
Reflective
3M 680-72



Parking Space
Icons



Directional
Icon

SUBMITTALS

Samples are for both Biddeford and Portland Campuses

Drawings	Materials/Paint	Prototype
1 Shop drawings showing all relevent materials, connections, details and foundation.	2 Material Samples - 6x6 samples 3 Paint Samples - 6x6 samples 4 Watermark - 80% black & PMS 294c 6x6 samples Samples - QTY 3 each deliver to: Chanel Douglas, UNE Kerrie Peiser, Oak Point Associates Elisa Winter Holben, Winter Holben	5 Full Size Assembly - VD1 (Biddeford) - size/scale study can be printed on rigid material with way to show mounting height 6 Full Size Panel - PD (Portland & Biddeford) size/scale study printed on rigid material 7 Full Size Panel - PL (Portland & Biddeford) size/scale study printed on rigid material

Attachment B: UNE Lighting Standards

University of New England

Exterior Lighting Standards

Exterior Lighting – General Site

The purpose of this document is to provide recommendations for exterior lighting master plan standards. Included are lighting standards for parking lots, roadways, walkways, and landscape accent areas.

References are made in this document to lighting standards published by the *Illuminating Engineering Society of North America (IESNA)*.

- The Lighting Handbook, 9th Edition
- RP-33-99 Lighting for Exterior Environments
- RP-6-01 Sports and Recreational Area Lighting
- RP-8-00 Roadway Lighting
- DG-5-94 Recommended Lighting for Walkways and Class 1 Bikeways
- RP-33-99 Lighting for Exterior Environments
- RP-6-01 Sports and Recreational Area Lighting

Lighting Fixture Distribution Classifications

The primary components of a light fixture that determine its performance are the lamp, reflector/refractor system, and ballast. The *IESNA* classifies exterior lighting fixtures by their performance characteristics relating to optical control: full cutoff, cutoff, semicutoff and noncutoff:

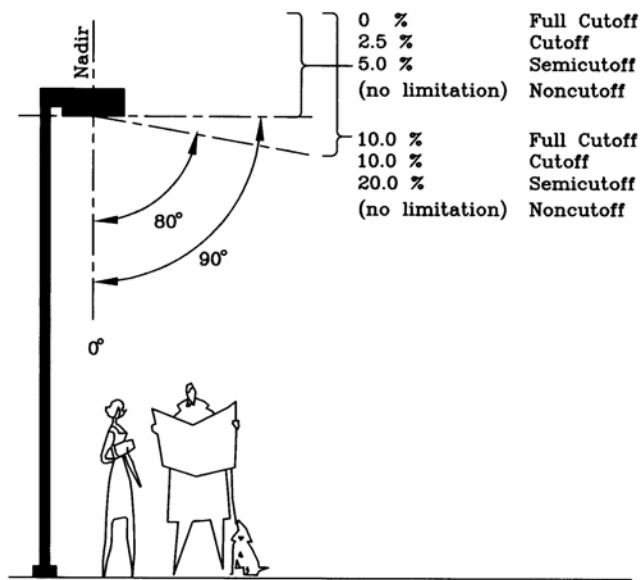


Fig. 1 IESNA Luminaire Cutoff Classifications

Full Cutoff

A luminaire light distribution where zero candela intensity occurs at an angle of 90° above nadir, and at all greater angles from nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

Cutoff

A luminaire light distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2 1/2 percent) at a vertical angle of 90° above nadir and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

Semicutoff

A luminaire light distribution where the candela per 1000 lamp lumens does not numerically exceed 50 (5 percent) at a vertical angle of 90° above nadir and 200 (20 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

Noncutoff

A luminaire light distribution where there is no candela limitation in the zone above maximum candela.

IESNA RP-33-99 Lighting for Exterior Environments

Exterior Lighting Performance Standards

Roadways

Exterior illuminance levels for roadways should conform to the following criteria listed in **Table 1**. There are two roadway use classifications that apply: *Collector* and *Local*. In each case, the classification for pedestrian/vehicle conflict would be a *High* rating.

Collector Roadway: Roadways servicing traffic between major and local streets. These are streets used mainly for traffic movements within residential, commercial and industrial areas. They do not handle long, through trips. Collector streets may be used for truck or bus movements and give direct service to abutting properties.

Local Roadway: Local streets are used primarily for direct access to residential, commercial, industrial, or other abutting property. They make up a large percentage of the total street system, but carry a small proportion of vehicular traffic.

High Pedestrian Conflict Areas: Areas with significant numbers of pedestrians expected to be on the sidewalks or crossing the streets during darkness. Examples are downtown retail areas, near theaters, concert halls, stadiums, and transit terminals.

IESNA RP-8-00 Roadway Lighting

**MAINTAINED ILLUMINANCE
VALUES FOR ROADWAYS IN FOOTCANDLES
TABLE 1**

	<i><u>Pedestrian Conflict Area</u></i>	<i><u>Ave. Illuminance (Footcandles)</u></i>	<i><u>Illuminance Uniformity Ratio (Average-to-Minimum)</u></i>
Collector	High	1.2	4.0 to 1
Local	High	0.8	6.0 to 1

Parking Areas

Exterior illuminance levels for outdoor parking lots should conform to the following criteria listed in **Table 2**.

**MAINTAINED ILLUMINANCE
VALUES FOR OPEN PARKING LOTS
TABLE 2**

	<u>Basic</u>	<u>Enhanced Security¹</u>
Minimum Horizontal Illuminance	0.2 footcandles ²	0.5 footcandles ²
Maximum Horizontal Illuminance	7.5 footcandles ²	10.0 footcandles ²
Average Horizontal Illuminance	1.5 – 2.0 footcandles	2.0 – 2.5 footcandles
Uniformity Ratio, Maximum to Minimum	20:1	15:1

¹ If personal security or vandalism is a likely and/or severe problem, an increase of the basic level may be appropriate. This standard would be utilized in most areas of campus.

² Measured on the parking surface, without any shadowing effect from parked vehicles or trees at points of measurement.

Walkways and Bikeways

Exterior illuminance levels for outdoor walkways and bikeways that are remote from streets should conform to the following criteria listed in **Table 3**. The recommendations are based on classification of walkway locations. The walkway use classifications that best applies, is that of *Intermediate*.

Intermediate Walkway: Those areas of a municipality often characterized by moderately heavy nighttime pedestrian activity such as in blocks having libraries, community recreation centers, large apartment buildings, industrial buildings, or neighborhood retail stores.

**MAINTAINED ILLUMINANCE
VALUES FOR WALKWAYS
TABLE 3**

	<u>Average Horizontal (footcandles)¹</u>	<u>Average Hor. Uniformity (Ave.-to-Min.)</u>	<u>Average Vertical (footcandles)²</u>	<u>Average Vert. Uniformity (Ave.-to-Min.)</u>
Intermediate (Average Conditions)	0.5	4:1		
Intermediate (Special Conditions)			1.0	5:1

¹ Values measured or calculated at ground level.

² Values measured or calculated at 5 feet above pavement, in both directions, parallel to the direction of travel on the walkway.

Exterior Lighting Control Standards

Light Trespass

Exterior lighting should be selected and arranged such that not more than 0.1 footcandles are allowed to extend beyond property lines.

Glare Control

Exterior lighting fixtures shall include proper shielding and aiming such that excessive brightness is not seen from neighboring properties or along adjacent roadways.

Light Pollution

Exterior lighting fixtures used for the lighting of parking lots, walkways, and roadways shall not direct light at angles higher than 90 degrees above the horizontal. Directional accent lighting fixtures for accent of landscaping, signage and buildings shall include shielding as required to prevent light from being directed beyond the surfaces intended to be lighted.

Exterior Lighting Equipment Selection Standards

For the purposes of establishing a sense of visual consistency, and to assure that glare and fixture brightness are properly controlled, the following lighting equipment standards in **Table 4** should be followed.

EXTERIOR LIGHTING EQUIPMENT REQUIREMENTS TABLE 4

Roadways

<u>Luminaires:</u>	<i>IESNA</i> full cutoff distribution classification with flush, flat lenses.
<u>Lamps:</u>	LED, 250 to 400 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Integral photocell.
<u>Lighting Poles:</u>	Pole heights between 12 and 20 feet.

Parking Areas

<u>Luminaires:</u>	<i>IESNA</i> full cutoff distribution classification with flush, flat lenses.
<u>Lamps:</u>	LED, 250 to 400 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Integral photocell.

<u>Lighting Poles:</u>	Pole heights between 16 and 24 feet.
Walkways	
<u>Luminaires:</u>	<i>IESNA</i> full cutoff distribution classification with flush, flat lenses.
<u>Lamps:</u>	LED, 100 to 250 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Integral photocell.
<u>Lighting Poles:</u>	Pole heights between 10 and 12 feet.
Building Entryways	
<u>Luminaires:</u>	<i>IESNA</i> full cutoff, cutoff, or semi-cutoff distribution classification.
<u>Lamps:</u>	LED, 35 to 150 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Integral photocell and/or local switching.
<u>Mounting Heights:</u>	Between 10 and 16 feet
Building Entry Plazas	
<u>Luminaires:</u>	36 inch high bollard lights with louver shields.
<u>Lamps:</u>	LED, 35 to 150 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Local switching.
Building and Landscape Accent Lighting	
<u>Luminaires:</u>	Ground mounted floodlights with front face louvers or top/side shields.
<u>Lamps:</u>	LED, 35 to 150 watt, or the equivalent in lumens. The recommended color temperature is 4000K.
<u>Controls:</u>	Integral photocell.

Exterior Lighting – Athletic Field Lighting

Class of Play

The *Illuminating Engineering Society of North America (IESNA)* publishes recommendations for sports lighting applications. Included in the *IESNA* publication *RP-6* is information pertaining to general outdoor sports lighting practices as well as specific suggestions for equipment layout and illuminance levels. Illuminance recommendations are organized in terms of need given the sport being lighted and the anticipated class of play. The *IESNA* has identified four general classes for consideration:

- Class I For competition play before a large group of spectators (over 5000). Included in this classification are facilities for professional, college, semi-professional and sports club levels of play.
- Class II For competition play with less than 5000 spectators. Included in this classification are facilities for college, semi-professional, sports club, amateur league, and high school levels of play.

- Class III For competition play with some provisions for spectators. Included in this classification are facilities for sports club, high school, and training facilities levels of play.
- Class IV Facilities with no provisions for spectators. Included in this classification are facilities for amateur leagues, high schools, training facilities, elementary schools, recreational events, and social events level of play.

Each of these classes requires different levels of illumination given the corresponding purpose of play, skill levels of players, and spectator/broadcasting needs.

Soccer Field Lighting

Soccer is considered a multi-directional aerial sport since it involves the playing of a ball in the air as well as on the ground. Accordingly, it is important that soccer field lighting provide both adequate levels of horizontal illuminance to light the playing field, as well as vertical illuminance to light the ball in flight. The degree to which a lighting solution can provide both high levels of horizontal and vertical illuminance is largely dependant upon the location of luminaires with respect to the playing field. Luminaires that are mounted on tall poles aimed in a sharp downward direction can easily provide high levels of horizontal illuminance at the field below. Lighting the sides of a ball in flight, however, is made difficult when a vast majority of the light is delivered from overhead at great mounting heights. Vertical illuminance is more easily achieved from luminaires that are located at lower mounting heights, allowing for light to be directed from the sides. A successful athletic field lighting solution is one that achieves a balance between horizontal and vertical illuminance needs. Lighting pole heights and setback locations play a critical role in achieving this balance. As a design guide, the relationship of the pole height to the pole setback dimension from the soccer field should be as follows: pole height = (setback dimension plus 1/3 the width of the playing field) times the tangent of 30 degrees.

$$PH = (SB + 1/3W)(\tan 30^\circ)$$

As the setback dimension increases, so too does the pole height. At sites where there is a limitation of space available for pole setback, the pole heights become shorter. Ideally, the setback distance should not be less than about fifteen feet. This would result in a pole height of about fifty feet for the average size soccer field. Poles that are less than 50 feet in height significantly increase the chance for unacceptable glare seen from areas that are adjacent to the field due to the resulting high aiming angles of the sports lights.

Softball Field Lighting

Softball is also considered a multi-directional aerial sport since it involves the playing of a ball in the air as well as on the ground. Like soccer, it is important that softball field lighting provide both adequate levels of horizontal illuminance to light the playing field, as well as vertical illuminance to light the ball in flight. Lighting poles are generally located parallel to the base lines to light the infield, and along the outfield fence to light the outfield. Pole heights must be selected to not only provide proper coverage of the playing field, but also to assure that the top of the lighting beam from floodlights forms an angle with the horizontal of at least 10 degrees.

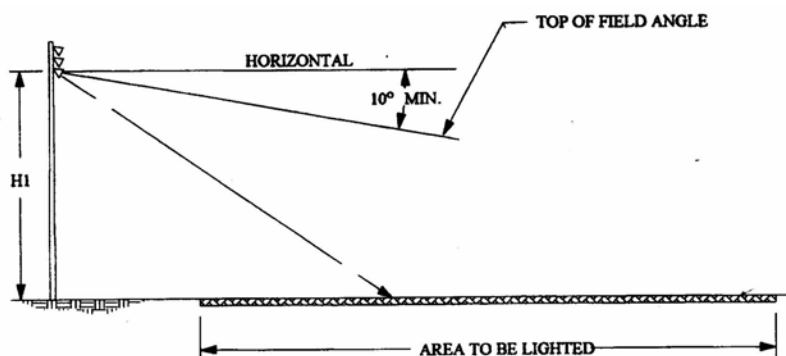


Fig. 1 Softball Floodlight
Aiming Angle

Athletic Field Lighting Performance Standards

Illuminance Standards

Maintained illuminance levels for athletic fields should be as listed in **Table 1** and **Table 2**, below. Illuminance criteria is listed in footcandles, measured at the playing surface.

MAINTAINED ILLUMINANCE VALUES FOR SOCCER FIELDS

TABLE 1

	<u>Illuminance</u>	<u>Max. to Min. Uniformity</u>
Class I	75 FC	1.7 : 1
Class II	50 FC	2.5 : 1
Class III	30 FC	3 : 1
Class IV	20 FC	4 : 1

MAINTAINED ILLUMINANCE VALUES FOR SOFTBALL FIELDS

TABLE 2

	Infield		Outfield	
	<u>Infield Illuminance</u>	<u>Max. to Min. Uniformity</u>	<u>Outfield Illuminance</u>	<u>Max. to Min. Uniformity</u>
Class I	150 FC	1.3 : 1	100 FC	1.7 : 1
Class II	100 FC	1.5 : 1	70 FC	2 : 1
Class III	50 FC	2 : 1	30 FC	2.5 : 1
Class IV	30 FC	2.5 : 1	20 FC	3 : 1

Athletic Field Lighting Control Standards

Light Trespass

Exterior lighting from athletic fields should be selected and arranged such that not more than 0.1 footcandles is allowed to extend beyond property lines.

Glare Control

Exterior lighting fixtures shall include proper shielding and aiming such that excessive brightness is not seen from neighboring properties or along adjacent roadways.

Light Pollution

Exterior lighting fixtures used for the lighting of athletic fields shall be positioned such that the top of the field angle of the selected luminaires is 10 degrees, or greater.

Revised 01/2010

Attachment C: City of Portland Construction Management Plan General Template

**Construction Management Plan
General Template**
[Applicant and Project Name]

Construction Management Plans shall depict the overall planning, coordination, and control of a construction site, including phases as applicable, from beginning to completion. The City's goal for a construction management plan is to support a safe construction site and protect the public safety, accessibility (including preserving accessible pedestrian, bicycle, and vehicular modes of transport throughout the city), and welfare during construction. In addition, the construction management plan shall minimize construction impacts in their duration and magnitude to the surrounding area and develop an effective communication process for resolving concerns and conflicts.

The Construction Management Plan will be submitted as part of the Site Plan Review and it shall address the construction logistics for a project. The Construction Management Plan shall include the following submissions:

- 1) a construction management site plan;
- 2) a construction schedule (time frame); and
- 3) a written narrative addressing the categories below.

A. Construction Management Principles

The following narrative provides an overview of the construction management principles that the [Applicant and Contractor] has identified to minimize impacts from the construction, such as noise, vibrations, ground movement, truck traffic, and other construction related factors to the surrounding building and communities.

B. Development Review of Construction Management Plan

[Applicant and Contractor] shall submit a construction management plan that provides a comprehensive logistics and safety program for the construction project, which will be reviewed and approved as part of the site plan review process. Minimizing impacts to areas surrounding the building/construction site will be primary considerations in the process.

The Planning Authority and the Department of Public Works have the right to seek revisions to an approved Construction Management Plan or require a condition of approval that states an applicant shall coordinate a project's construction schedule with the timing of nearby construction activity, in order to avoid cumulative impacts on a neighborhood. Such a condition may involve a delay in commencement of construction, if necessary.

The following details define the intended approach to the successful management of the project construction and the construction management plan will address the general conditions contained below.

C. Performance Guarantees, Inspection Fees, Preconstruction Meeting, and Permits

Prior to scheduling a preconstruction meeting and the issuance of any city required permits, [Applicant and Contractor] shall meet all of the requirements contained in Section 14-530. Development review fees and post approval requirements and 14-532. General requirements and enforcement of Portland's Land Use Code.

Other permits, as applicable, include

1. **Street Opening and Street Occupancy Permits:** Construction activity in the public right-of-way are controlled by Chapter 25 and sewer and stormwater system connections are controlled by Chapters 24 and 32 of the Land Use Code. All required permits shall be obtained through the Department of Public Works and the requests shall conform with the approved construction management plan.
2. **Blasting:** Blasting, if required, shall conform with all measures of Article VIII. Regulation of Explosives in the Land Use Code and Section 3.7 Standards for Blasting and Regulation of Explosives in Portland's Technical Manual.
3. **Building Code:** Employ the best practices, as applicable, of Chapter 33 Safeguards During Construction, from the 2009 International Building Code.

D. Construction Administration and Communication

[Applicant and Contractor] will work diligently to implement a communication strategy as outlined below. The communication strategy is intended to ensure that all construction operations are performed in accordance with all agreements, ordinances and special permits applicable to this project. The Construction Manager will work closely with adjacent abutters, businesses, nearby construction sites, and all parties informed, as far in advance as possible, of scheduled work, particularly work anticipated to cause significant noise, vibrations, or dust. The final construction management plan shall provide for the following:

1. Contact Person and contact information for the [applicant and contractor] and who is available 24 hours
2. Construction Signage posted on the site with Contact Information for Contractor
3. Describe any additional communication strategies
4. All construction site signage is temporary and shall be removed at project completion.

E. Construction Schedule

1. The contractor shall submit a schedule or time line for the construction project, including any Phasing.
2. Hours of Construction. Construction may occur during the daytime hours as defined in Section 17-18. Construction Activities for Building permit (Attachment 1) and Section 25-129. Noise, dust and debris (Attachment 2).
3. Extended Hours or Night Work: Pursuant to Section 17-18, this section not apply to emergency utility work or "Situations where the public works authority or the office of building inspections determines that the construction activity is of a unique character which cannot reasonably be completed or performed during the permitted hours and which is not of a recurring nature, provided that prior to engaging in such activity the contractor or his representatives gives notice of the time and scope of such proposed activity, the notice to be given in a manner approved by the public works authority."
4. Material Deliveries: Schedule and designated location for delivery of materials and boxed goods.

F. Security & Public Safety

1. The Construction Management Plan will depict all proposed fencing or other barriers and access gates (with Knox locking devices) with the intent of separating pedestrian and vehicle circulation from the construction site.

2. Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 1 Chapter 16. *Safeguarding Construction, Alteration, and Demolition Operations.*
3. Fire Safety Program. An overall construction of demolition fire safety program shall be developed. Essential items to be emphasized include the following:
 - o Good Housekeeping
 - o On-site security
 - o Installation of new fire protection systems as construction progresses
 - o Preservation of existing systems during demolition
 - o Organization and training of an on-site fire brigade
 - o Development of a pre-fire plan with the local fire department
 - o Rapid communication
 - o Consideration of special hazards resulting from previous occupancies
 - o Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations
4. Blasting, if required, shall conform with all measures of Article VIII. Regulation of Explosives in the Land Use Code and Section 3.7 Standards for Blasting and Regulation of Explosives in Portland's Technical Manual.
5. Any proposed temporary security lighting shall be shown on CMP and all fixtures shall be full cutoffs.

G. Construction Permitting and Traffic Control Plans

1. Construction Activity in Public Streets: Construction activity in the public right-of-way is controlled by Chapter 25 Article VII of the City Code of Ordinances. Required licenses and permits, restrictions on activity, and fees & area are outlined in that Chapter. Rules and Regulations for Excavation Activity are available through the Street Opening Clerk at the Department of Public Works. At no time can construction activity including delivery vehicles close or block streets or affect public safety access without prior notice and approval of the Department of Public Works.
2. Sewer and Stormwater: Sewer and stormwater water system connections are controlled by Chapters 24 and 32 of the City Code of Ordinance. Required permits for new connections and/or abandonment of existing connections are available through the Street Opening Clerk at the Department of Public Works. Rules and Regulations for these utility systems are available through the City Engineer's office of the Department of Public Works and in Section II of the Technical Manual.
3. Traffic Control Plans: Construction activity that impacts the existing public street system must be controlled to protect the safety of the construction workers and all modes of the traveling public. Projects are required to submit a satisfactory 'maintenance of traffic' (MOT) plan prior to any site plan, subdivision, or street opening permit approval. MOT plans may be required for projects that have impacts on local streets.

Maintenance of Traffic (MOT) plans shall provide for the safe passage of the public through or along the construction work zone. On a case-by-case basis, applicants may be allowed to close a street and/or detour a mode of traffic when absolutely necessary

for safety. MOT plans shall employ the appropriate techniques and devices as called for in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). In addition:

- Construction speed signing may be used as needed to slow traffic
- Traffic Control signs shall not be placed where they are an obstruction to bicycles or pedestrians.
- In some situations, flaggers may be required.
- Police details may be required at lighted intersections and may be requested by the City's transportation engineer or his designee.

All existing modes of travel in work zone area shall be accommodated if impacted by the activity. The safe passage of pedestrians, bicyclists, transit providers, and motorists are of equal importance when planning out the work zone; no pre-existing travel mode may be eliminated without the express approval of the Department of Public Works. The MOT should also address on-street parking impacts, including deliveries and parking for adjoining businesses and property owners, analysis of roadway capacity or diversion capacity if street closure or change to roadway capacity is required, and coordination with other on-going or future construction or utility projects in the vicinity.

- Traffic control of bicycle and pedestrian facilities or routes through work zones shall be maintained until the bicycle and pedestrian facilities or routes are ready for safe operation. Traffic control will not be removed to allow auto travel at the expense of bicycle and pedestrians.
- Barrier systems utilized to separate the construction activity from the public street and /or sidewalk shall not inhibit sight distances, particularly for visibility of pedestrians and bicyclists.
- ADA compliance shall be maintained.

Use of public parking spaces or the blockage of any portion of sidewalk for the purpose of construction activity shall require an occupancy permit and appropriate fee as assessed by the Department of Public Works.

H. Site Management and Controls

The final Construction Management Plan will address maintaining the site in a safe condition and will include the following:

1. Regular trash and debris removal
2. Street cleaning and damage controls
3. Dust controls- The construction shall comply with Portland's requirements under Section 25-129 on Noise, dust and debris (Attachment 2).
4. Noise: The construction shall comply with Portland's requirements under Section 17-18 of the City Code (Attachment 1) and Section 25-129 on Noise, dust and debris (Attachment 2).
5. Rodent Control will be provided, if applicable, by a professional exterminator and consistent with Chapter 22 of the City Code.

6. Snow Removal: Pursuant to Section 25-173 Contractors to ensure a safe means of travel within the work zone.
 - 1) Snow/ice removal or commence automatically from (1" of snow and up) or Ice
 - 2) Remove snow as needed within the work zone, including parking spaces & not to block any driveways or sight lines with the piles of snow.
 - 3) Clear all walks & ramps with the work zone
 - 4) Sand or Salt as needed
 - 5) Clear all basin or drainage to help snow melt
 - 6) This would include Monday-Friday Sat/Sunday/Holidays

I. Erosion Control and Preservation of Trees

1. The [contractor] shall install all erosion and sedimentation controls as depicted on the approved erosion and sedimentation control plan prior to the pre-construction meeting for inspection by the City. The contractor shall regularly inspect the control measures, no less than weekly and after significant storm events, and maintain any installed temporary or permanent stormwater management systems in working order. The contractor shall document all inspection activities and corrective actions and be prepared to provide these documents for inspection by the City, Maine Department of Environmental Protection or the U.S. Environmental Protection Agency upon request.
2. The [contractor] shall maintain all tree and landscaping preservation measures as depicted on the landscaping plan (Exhibit) within the area of construction.
3. The storage of materials shall be identified and avoid being located under/near trees.

J. Construction Staging Area

1. The Construction Management Plan shall depict location of the material staging areas, the location on onsite temporary construction trailers, the location on onsite truck delivery holding areas, the location onsite truck washing stations, masonry mixing stations, the general location of the construction security fence and the general location of temporary construction dumpsters. An open storage areas shall be shown on the plan.
2. Delivery Truck Holding Areas On-Site: The delivery holding area shall be shown on the plan and shall not be blocked during construction. On days when the construction activities require multiple truck deliveries, these deliveries will be carefully scheduled so that there is always adequate on-site area for the holding of the trucks until they can be unloaded. Once at the site all vehicles well be brought within the fence line and will make every attempt to avoid queueing on public streets.
3. Delivery Truck Holding Areas Off-Site: In the event that adequate on-site area for holding of trucks is not available, an off-site marshalling area will be utilized for trucking. The designated off-site location will be identified in the construction management plan.

K. Parking During Construction

1. Construction Parking: Adequate parking for construction workers shall be provided on site or arrangements for off-street parking at an off-site location shall be provided. The parking arrangements shall be included in the construction management plan.

2. **Parking:** Where existing facilities are remaining in operation during construction, the construction management plan shall identify how the parking for employees and others shall be managed.
3. **Truck Routes and Volumes:** The Construction Management Plan shall address the designated truck routes and expected truck volumes.

L. Dewatering Plans

A basic dewatering plan for any construction work is required. The plan must cover construction sites where groundwater is not expected but the impact of rainwater may require dewatering. The plan must include operating procedures, equipment to be used, including filters, erosion and sediment control measures, or other methods of removing sediment from approved discharges.

For construction work that will require frequent dewatering of groundwater from site, a dewatering plan must be prepared and approved by the Department of Public Works. Groundwater and/or soil testing may be required to determine course of action if treatment is necessary. Approval for all discharges to City infrastructure is required.

The proposed plan must address the following:

- Project duration, discharge location, storage equipment on-site, dewatering schematic, and emergency contact.
- General requirements include trained staff on-site for all approved discharges and required site log for documentation of all discharges.
- Storage and/or treatment process should include proper settling time and maintain proper use of filtering medium as required.
- Contingency/maintenance plan for all dewatering equipment devices and filtration mediums.

Any water that is removed from an excavation must be pumped from a perforated device buried in crush stone prior discharge and/or prior to storage and treatment. There will be no discharge allowed during precipitation events.

M. Special Measures as Necessary

For construction work that will take place over a long period (e.g. 12 months or more), involve major demolition/ deep excavation/ piling and/or special construction techniques, or are located near sensitive uses (e.g. medical care facilities, schools), the Construction Management Plan should provide details and demonstrate that all appropriate special measures have been taken to avoid, minimize, or possibly compensate for potential impacts. This may include taking baseline measurements before construction, such as arranging to photograph the foundations of nearby properties upon consent of the owners, in order to assess any future impacts of vibration, noise, etc.

REGULATORY FRAMEWORK

8.5.8 The University of New England Institutional Overlay Zone Regulatory Framework

A. Applicability: All development proposed by the University of New England (UNE) within the boundary of the Institutional Overlay Zone (IOZ) shall be consistent with the approved Institutional Development Plan (IDP), consistent with the Comprehensive Plan, and meet applicable standards of the Land Use Code, unless such standards are superseded by the following Regulatory Framework. This Regulatory Framework shall govern future development by UNE within the IOZ unless amended by the Portland City Council upon formal application of UNE. The UNE IOZ shall have the boundaries depicted in Figure 8-H, and shall include the properties listed in Table 8-G.

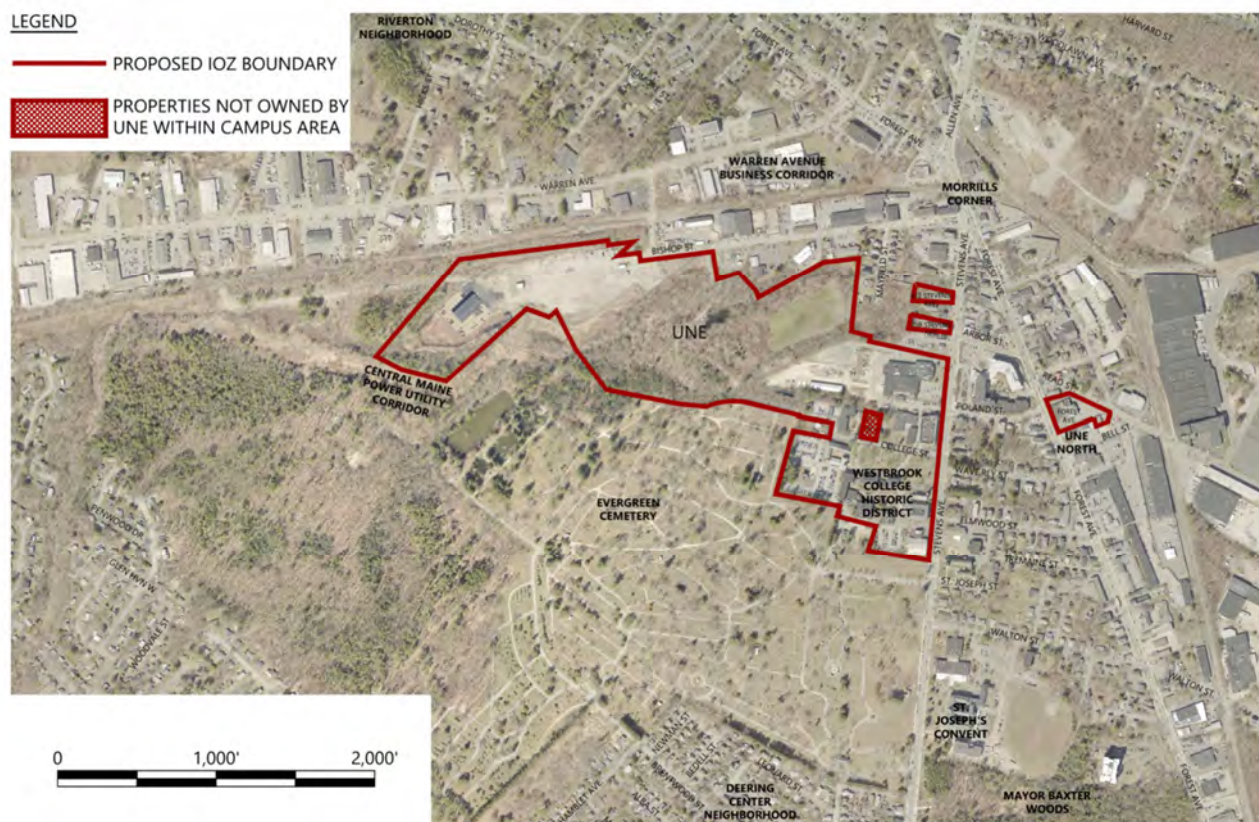


Figure 8-H: UNE Institutional Overlay Zone Boundary

Table 8-G: List of Properties Included in the UNE IOZ					
Chart	Block	Lot	Address	Acreage	Ownership
144	A	005	684 Stevens Avenue	0.141	UNE
144	A	006	684 Stevens Avenue	0.275	UNE
144	A	007	684 Stevens Avenue	0.371	UNE
144	A	008	684 Stevens Avenue	0.256	UNE
144	A	009	684 Stevens Avenue	0.586	UNE
145	A	001	706 Stevens Avenue	0.450	UNE
145	A	003	710 Stevens Avenue	0.165	UNE
145	A	006	714 Stevens Avenue	9.231	UNE
145	A	007	710 Stevens Avenue	0.025	UNE
145	A	008	710 Stevens Avenue	0.006	UNE
145	A	009	714 Stevens Avenue	0.036	UNE
145	A	010	714 Stevens Avenue	0.356	UNE
145	B	001	1 College Street	0.338	UNE
145	B	002	1 College Street	0.207	UNE
145	B	006	31 College Street	0.134	UNE
145	B	009	41 College Street	0.200	UNE
145	B	010	51 College Street	0.383	UNE
145	B	011	63 College Street	0.076	UNE
145	B	012	63 College Street	0.114	UNE
145	B	013	63 College Street	0.048	UNE
145	B	014	83 College Street	0.366	UNE
145	B	018	772 Stevens Avenue	8.603	UNE
145	B	022	798 Stevens Avenue	0.438	UNE
145	B	027	83 College Street	3.137	UNE
145	B	029	79 College Street	0.258	UNE
145	B	042	1 College Street	0.162	UNE
145	B	046	1 College Street	0.138	UNE
146	F	005	32 Bell Street	0.106	UNE
147	F	006	1075 Forest Avenue	1.159	UNE
281	A	003	0 Bishop Street	10.555	UNE
290	A	003	83 College Street	1.771	UNE
291	A	001	0 Bishop Street	8.394	UNE
291	A	005	83 College Street	17.972	UNE
291	A	007	83 College Street	0.459	UNE
293	C	005	83 College Street	1.574	UNE

B. Updates and Amendments.

1. It is intended that the IDP will be updated on a regular basis to ensure that the data is current and that the document remains accurate. Accordingly, UNE shall file monitoring reports every five (5) years with the Planning Authority and shall include a summary of progress on IDP implementation and progress towards targets established in UNE's Transportation Demand Management Plan (TDM), and of acquisitions and divestment since the date of IDP approval. At the time of the submission of the monitoring report, UNE shall identify any updates to the IDP which may result from updated master planning, changes in baseline information, or changes in the adjacent neighborhoods which affect UNE, to allow the IDP to remain current. Updates and minor amendments not described in Sub-section 2 and 3 below shall be reviewed administratively by the Planning Authority.

2. Minor amendments that impact phasing of the development or change the approach to parking, transportation, neighborhood engagement, or design shall be reviewed by the Planning Board for consistency with the objectives of the IDP. In addition to consistency with the objectives of the IDP, review of phasing and development program amendments shall focus on integration with the campus and impacts on transportation or infrastructure. This review may occur simultaneously with the site plan review of an anticipated project.

3. Major amendments shall be reviewed by the Planning Board and are required under the following circumstances:

- a. A change to the IOZ boundary or Regulatory Framework is required;
- b. The IDP is no longer representative of the institutional mission or approach to community as a result of redevelopment in the area or City upgrades to neighborhood planning (such as, but not limited to, roadway changes, infrastructure upgrades, community design,); or,
- c. Development proposed by UNE is inconsistent with the Campus Master Plan, Transportation Plan intent, Design Plan intent, or Environment and Infrastructure plan intent identified in the IDP.

4. Proposed amendments to the IOZ boundary or regulatory framework must also be adopted by the City Council subject to the provisions of the Land Use Code.

C. Uses. The UNE Campus will encompass a variety of uses to support the academic programs on the campus. In addition to the uses permitted in the underlying zone, the uses in Table 8-H shall also be permitted as a matter of right in all buildings that are located within the IOZ. In recognition that the UNE Campus contains undergraduate and graduate-level programming, ground floor retail, restaurant, or comparable community-oriented uses that provide services to local residents, students, faculty and staff may be provided. Such uses are expressly permitted whether ancillary to or supporting the educational institution, and shall be open and welcoming to the general public in addition to students, faculty, staff, or visitors of UNE.

Table 8-H: Permitted Uses
Laboratory and Research Facilities
Off-Street Parking
Intermodal Transportation Facilities

D. Dimensional requirements.

1. Applicability

All principal buildings and structures located within the IOZ shall be subject to the dimensional requirements of the underlying zone, except where modified by the provisions of this Section.

For the purposes of this IOZ, “lot” is defined as the combination of the contiguous lots under UNE ownership, including land separated by a public or private right-of-way. The “lot” boundary is as shown in Figure 8-H. Side and rear setbacks shall not be required between buildings on contiguous lots owned by UNE on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.

Table 8-I: Dimensional Requirements	
Building Height (max.)	Maximum building heights for new principal buildings in the IOZ shall be governed by the UNE IOZ Height Map (Figure 8-I)

2. Transition Zones

The UNE campus abuts residential zones to the north and across Stevens Avenue to the east. As shown on the UNE IOZ Height Map, transition zones extend twenty-five feet from the lot boundary. Within transition zones, the maximum building height shall be fifty feet.



Figure 8-I: Open Space and Maximum Height Map

E. Transportation.

1. Transportation Demand Management (TDM)

- a. At the time of the first site plan review following IDP approval, UNE shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan will be updated with each subsequent application for site plan approval to allow for progressive and responsive implementation over time.
- b. The TDM Plan shall be designed to provide transportation choice with the goal of reducing parking demand and single-occupancy vehicle trips to and from UNE by students, faculty, staff, and visitors.
- c. The TDM Plan shall establish parking, mode share, and trip reduction targets associated with each phase of development, as well as a data collection plan.

- d. The TDM Plan shall include parameters to encourage trip reduction and to ensure pedestrian, vehicular, bicycle, and public transit access and safety.
- e. Annual monitoring reports will be submitted for the TDM Plan. TDM monitoring reports shall include a summary of progress towards targets established in the TDM Plan. If deficiencies are identified, they will be resolved in accordance with the site plan approval.

2. Parking.

Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wide analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievements and data contained in the TDM Plan. Parking requirements shall be determined in accordance with the requirements in the Land Use Code in effect at the time of site plan review and shall be sufficient to alleviate parking pressure on surrounding neighborhoods.

F. Environment.

- 1. All proposed campus development projects shall avoid to the extent practicable and feasible, significant impacts to wetlands and aquatic resources. Development shall comply with the Urban Impaired Stream (UIS) Standard of Chapter 500 of the Maine DEP Stormwater Management Rules, as applicable.
- 2. All new buildings and parking facilities shall be set back a minimum of 75 feet from the normal high-water line of existing streams. Notwithstanding this requirement, the Planning Board may approve a reduction of the setback requirement for a new building to the least amount necessary to achieve the goals of the development and minimize overall impacts, provided that the setback is not reduced to less than 40 feet.
- 3. Development in significant wildlife habitats (as defined by the Maine Department of Environmental Protection) will be minimized to the maximum extent practicable and shall comply with all applicable local, state and federal permitting requirements in effect at the time.

G. Mitigation measures.

- 1. Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
- 2. Impacts to natural resources shall be mitigated in accordance with local, state and federal permitting standards in effect at the time.

H. Design.

1. Introduction and intent.

New development in the IOZ shall adhere to the following design guidelines and the site plan standards of the City of Portland. All new development shall be designed to create a visual connection with the goal of achieving a cohesive campus appearance with a strong identity and sense of place. These standards are intended to regulate future development on the UNE campus to

ensure that new development is sensitive to adjacent neighborhoods while allowing UNE to maintain a thriving academic institution in Portland.

2. Standards

a. Cohesive campus

The overall composition and experience of the campus will be considered for cohesive identity.

b. Building design

Building facade materials will be of high quality, durable to the weather, and contribute to an attractive campus experience.

c. Building entrances

Building entrances will include prominent facades and be oriented toward pedestrian-oriented activity areas, including parking areas, to facilitate safe and barrier free access.

d. Lighting

New or renovated buildings should have adequate exterior lighting to ensure that entrances and surrounding areas are safe. All new exterior lighting will be selected to provide lighting levels that meet the safety criteria of the Illuminating Engineers Society of North America, IESNA. Consideration will be given to limit light trespass and glare into neighboring properties through the use of cutoff fixtures at the edge of campus, resulting in less light spillover into the surrounding community.

e. Outdoor Spaces

Building designs should strive to include a variety of open spaces and activities ranging from small intimate courtyards for contemplative study to open lawn areas for informal recreation and outdoor classes. Where applicable, provision should be made during the programming and conceptual design of new facilities to provide opportunities for outdoor use of open space as part of the site and for integration within the larger open space/conservation network.

f. Mitigation of impacts

Buildings and site development will endeavor to minimize potential negative impacts related to shadows, wind, noise, heat, glare, lighting, contaminants, and the environment.

3. Signage. Signs shall comply with the requirements of Article 20, except as modified below:

a. Signs shall be designed in accordance with a signage plan pursuant to signage standards promulgated by the university, providing for a unified and ADA compliant campus-wide system for identification, orientation, and regulatory signage.

b. A unified campus-wide signage plan shall be submitted for review and approval by the Planning Authority. Any update to such plan due to a change in name, text or logo shall not require amendment to the IDP.

c. Banners are allowed as follows:

- i. Generic banners containing the logo and colors of the university, used for decorative purposes.
- ii. Banners used for advertising university events, which can be displayed for a maximum of four weeks prior to and one week following the event.

I. Neighborhood integration.

1. Neighborhood Engagement

- a. For the purpose of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the UNE campus, UNE shall adhere to the ongoing neighborhood engagement principles identified in the IDP.
- b. Ongoing community engagement shall be conducted, including the continuation of posting project updates on UNE's Campus Planning web page and the creation of a dedicated email address for neighbor communications with UNE's Planning Department.
- c. A Community Advisory Group shall be created for the purpose of sharing information on project development, planning, and seeking input. To the extent practicable, the group shall be comprised of representatives of interested groups such as the Deering Center Neighborhood, parks and trails, bicycle/pedestrian, public transit, and the business community.
- d. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.

2. Construction Management

At the time of site plan review, UNE shall submit a Construction Management Plan substantially in accordance with the construction management principles identified in the Institutional Development Plan for review and approval by the Planning Authority.

J. Monitoring

- 1. Monitoring reports shall be provided to the City of Portland Planning Authority every five (5) years from the date of IDP approval. Monitoring reports shall include a summary of progress on IDP implementation and of acquisitions and divestment since the date of IDP approval.

FIGURE 1.4 - UNE CAMPUS SITE NEIGHBORHOOD CONTEXT: PROPOSED ZONING

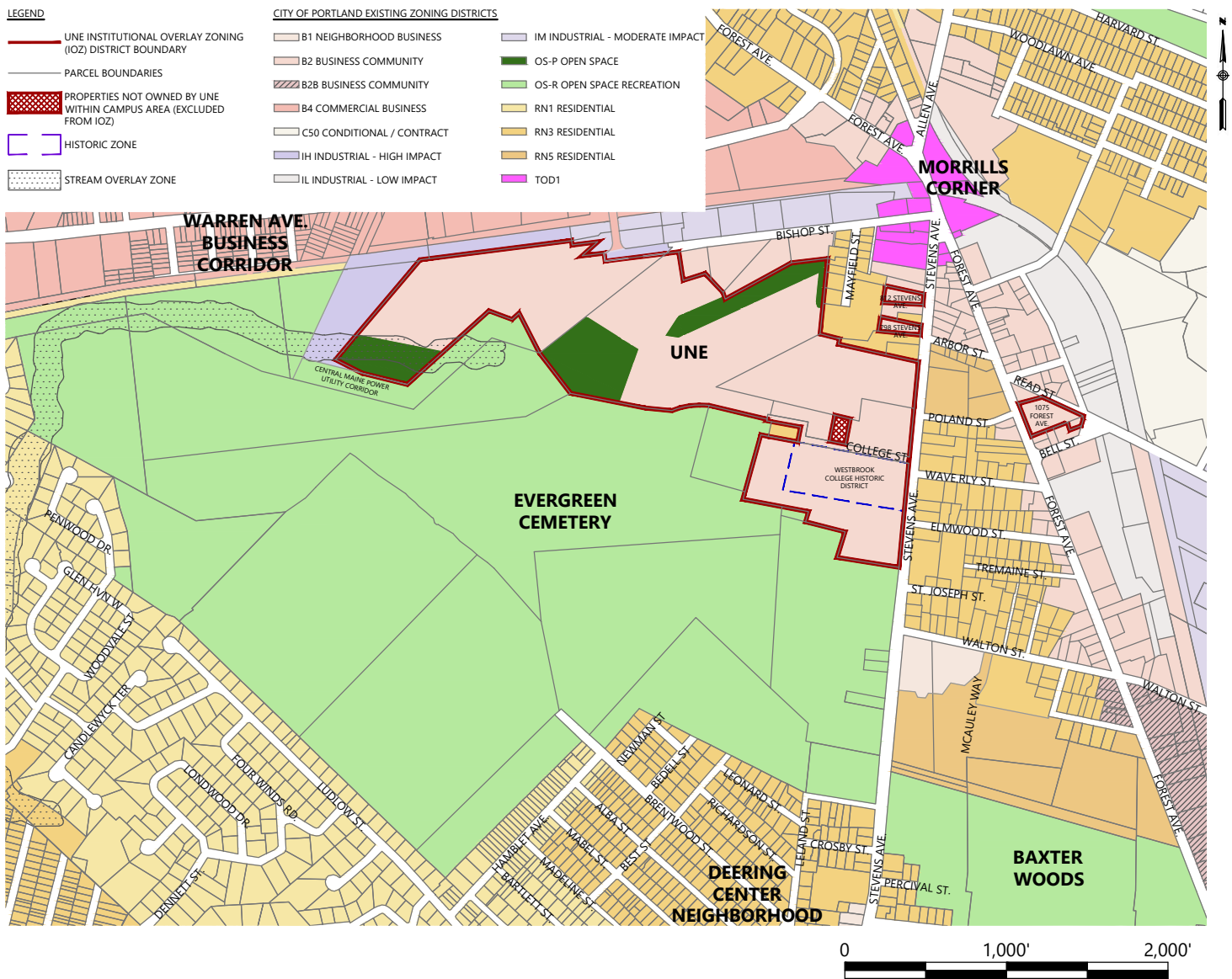
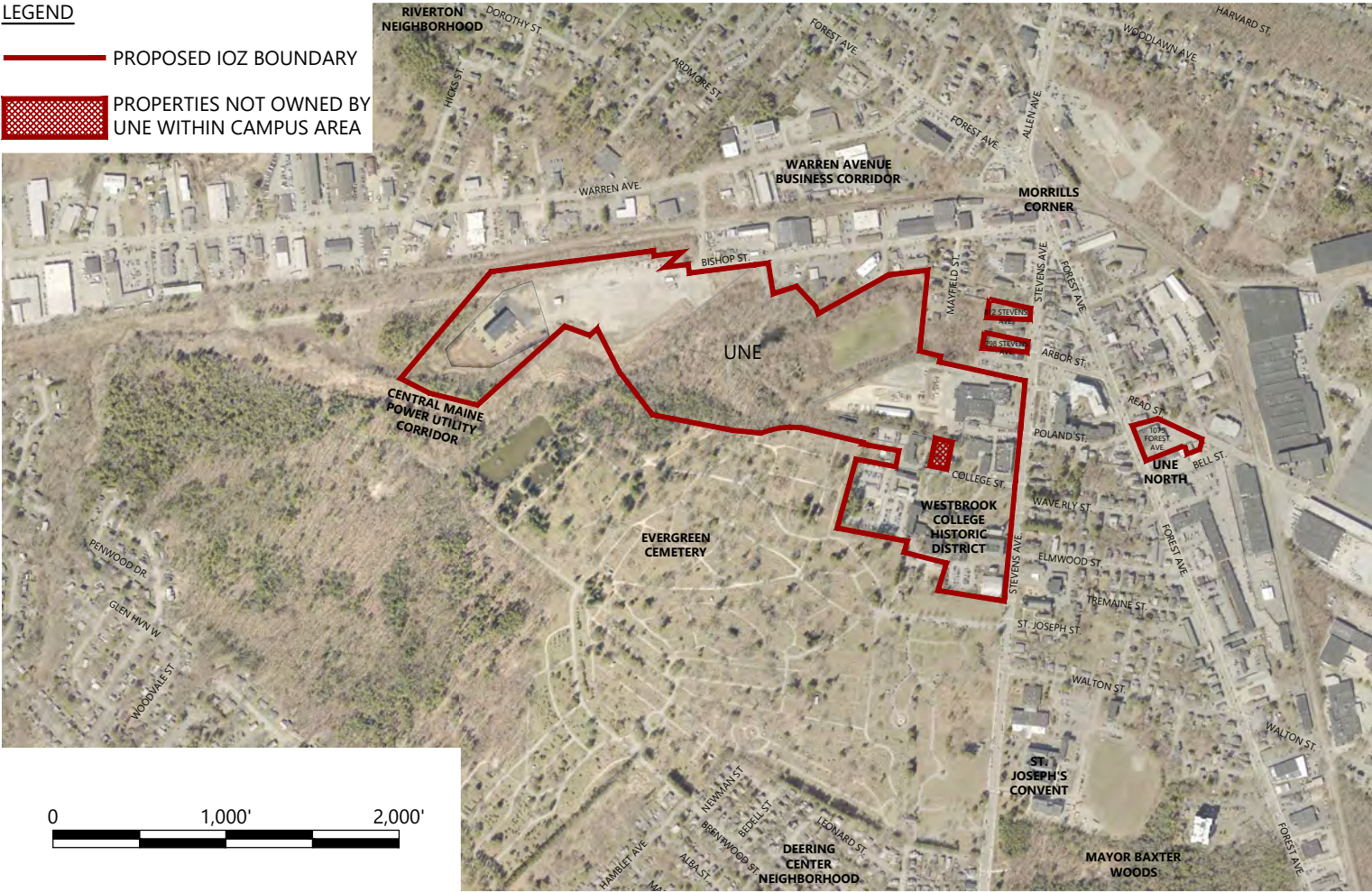


FIGURE 1.1 - UNE CAMPUS SITE & NEIGHBORHOOD CONTEXT MAP

Att. G



Att. H

Via Electronic Mail

October 9, 2024



Natasha Kypfer, Senior Planner
City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101
nkypfer@portlandmaine.gov

Re: UNE Institutional Overlay Zone Application (ZN-003059-2024)
Neighborhood Meeting #1

Dear Natasha:

I, Megan Gatto, consultant for the University of New England (UNE), hereby certify that a Neighborhood Meeting was held on Thursday, June 13, 2024, at the UNE Portland Campus, 716 Stevens Avenue, in the Hannaford Lecture Hall, Room 109, at the College of Pharmacy, for the Institutional Overlay Zone proposed for the UNE Portland Campus (address: 716 Stevens Avenue).

I also certify that on June 3, 2024, notices were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes owners within 1,000 feet of the proposed Institutional Overlay Zone.
2. Residents on the "interested parties" list.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in black ink that reads "Megan Gatto".

Megan Gatto, AICP
Project Manager

Attachments:

1. Copy of the notice sent
2. Sign-in sheets
3. Presented material (PowerPoint Presentation)
4. Meeting Minutes

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

June 3, 2024



Dear Neighbor:

On behalf of the University of New England (Applicant), please join us at a neighborhood meeting to discuss our plans for the Portland Campus Overlay Zone located at 716 Stevens Avenue in Portland, Maine.

The City of Portland has implemented an Institutional Overlay Zone (IOZ) ordinance that "provides a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process." This applies to the University of New England. This process will ultimately simplify the campus planning and regulatory permitting process in the future as the University grows. UNE has initiated the necessary work to coordinate with the City of Portland and apply for this Institutional Zone change.

This neighborhood meeting will provide an overview of the IOZ process and gather our neighbors' input on the growth of the campus, in advance of our Application to the City.

Neighborhood Meeting

Meeting Location: University of New England – Portland Campus, 716 Stevens Avenue, Hannaford Lecture Hall, Room 109, College of Pharmacy, Portland, ME

Meeting Date: Thursday, June 13, 2024

Meeting Time: 6:00-7:00 PM

The City of Portland's Land Use Code requires that property owners within 500 feet of the proposed development and residents on the City's "interested parties list" be invited to participate in a neighborhood meeting. In an effort to be more inclusive, UNE has extended beyond the 500-foot requirement to include property owners within 1,000 feet of the Portland Campus. Your contact information has been provided to us by the City of Portland as part of these lists. A sign-in sheet will be circulated at the meeting, and minutes of the meetings will be taken. Both the sign-in sheets and minutes will be submitted to the Planning Authority for inclusion in the project's Institutional Overlay Zone (IOZ) application to City Planning, which includes an Institutional Development Plan and Regulatory Framework.

If you have any questions, please contact me at +1 (781) 613-0168 or via email at megan.gatto@woodardcurran.com

Sincerely,

WOODARD & CURRAN, INC.

Megan Gatto, AICP
Project Manager

On behalf of the University of New England (UNE) - Portland Campus



Note:

Under the City of Portland land use code, an applicant for a major site plan, master development plan, subdivision of over five lots, or zoning map amendment is required to hold a neighborhood meeting within 30 days of an application being deemed complete and no less than seven calendar days before a public hearing. Should you wish to offer additional comments on this proposed development, you may forward them by e-mail to planning@portlandmaine.gov or by mail to the Planning and Urban Development Department, Planning Division, 4th Floor, 389 Congress Street Portland, ME 04101.

Neighborhood Meeting Sign-In Sheet



DATE: **June 13, 2024**

RE: UNE Portland Campus – Institutional Overlay Zone (IOZ) Neighborhood Meeting
Sign-In Sheet

Dear Neighbors,

Thank you for attending tonight's public Neighborhood Meeting at the University of New England – Portland Campus, 716 Stevens Avenue, Hannaford Lecture Hall, Room 109, College of Pharmacy, Portland, ME for the proposed rezoning of the UNE Portland Campus. Please sign in below.

Thank you,

UNE IOZ Project Team

Name

Email

Susan Small

ssmall12@maine.rr.com

FRAN GILARD

frangirard380@gmail.com

Katherine Kilcullen

cccec@maine.rr.com

CHRISTOPHER NELSON

CMNELSON707@AOL.COM

Kate Sykes

Ksykes@portlandmaine.gov



Name

Email

Jerry HANKINSON

jerry.hankinson@gmail.com

Mona Oates

MONAOATES@GMAIL.COM

Hig Tufankjian

SCOTT DALTON

3 sbdalob371@gmail.com

BRENDA BOOTHBY

brendaboorthby@gmail.com

Carlton Winslow

carlton.winslow@yahoo.com

Email
Dev. Plan



Name

Email

Sean Hagan

hagan.sean@gmail.com

Anna Bullett

~~anna~~ abullette@portland
me.gov



University of New England – Portland Campus Institutional Overlay Zone (IOZ)

Alan Thibeault, Vice President for University Operations



INNOVATION FOR A HEALTHIER PLANET

Agenda

Welcome

Overview of UNE (*Portland Campus History + Programming*)

Regulatory Process – (*Institutional Overlay Zone*)

Campus Master Plan

Public Involvement Opportunities

Comments and Questions

UNE Portland Campus: History

- ▶ Founded in 1830
- ▶ Portland Campus located at 716 Stevens Avenue
- ▶ UNE is a private university with a comprehensive health education mission that includes medicine, pharmacy, dental medicine, nursing, and allied health professionals.



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UNE Portland Campus: Programming

The UNE Portland Campus is primarily a graduate campus, focused on educating health professionals, and is currently home to four of the University's premier Colleges: the Westbrook College of Health Professions, the College of Dental Medicine, the College of Graduate and Professional Studies and the School of Pharmacy.

Programs:

- Dental Medicine
- Dental Hygiene
- Nursing
- Nurse Anesthesia
- Occupational Therapy
- Pharmacy
- Physical Therapy
- Physician Assistant
- Health, Wellness, and Occupational Studies



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Recent Activities at UNE Portland



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COM Building Rendering



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INNOVATION FOR A HEALTHIER PLANET

Regulatory Process

Zone Change & Institutional Overlay Zone

- IOZ (Institutional Development Plan + Regulatory Framework)
- Neighborhood Meetings
- Planning Board Workshops and Hearing
- City Council Hearing

City Site Plan Review

- Neighborhood Meeting
- Planning Board Workshops
- Planning Board Hearing
- City Council Hearing

Construction & Operations



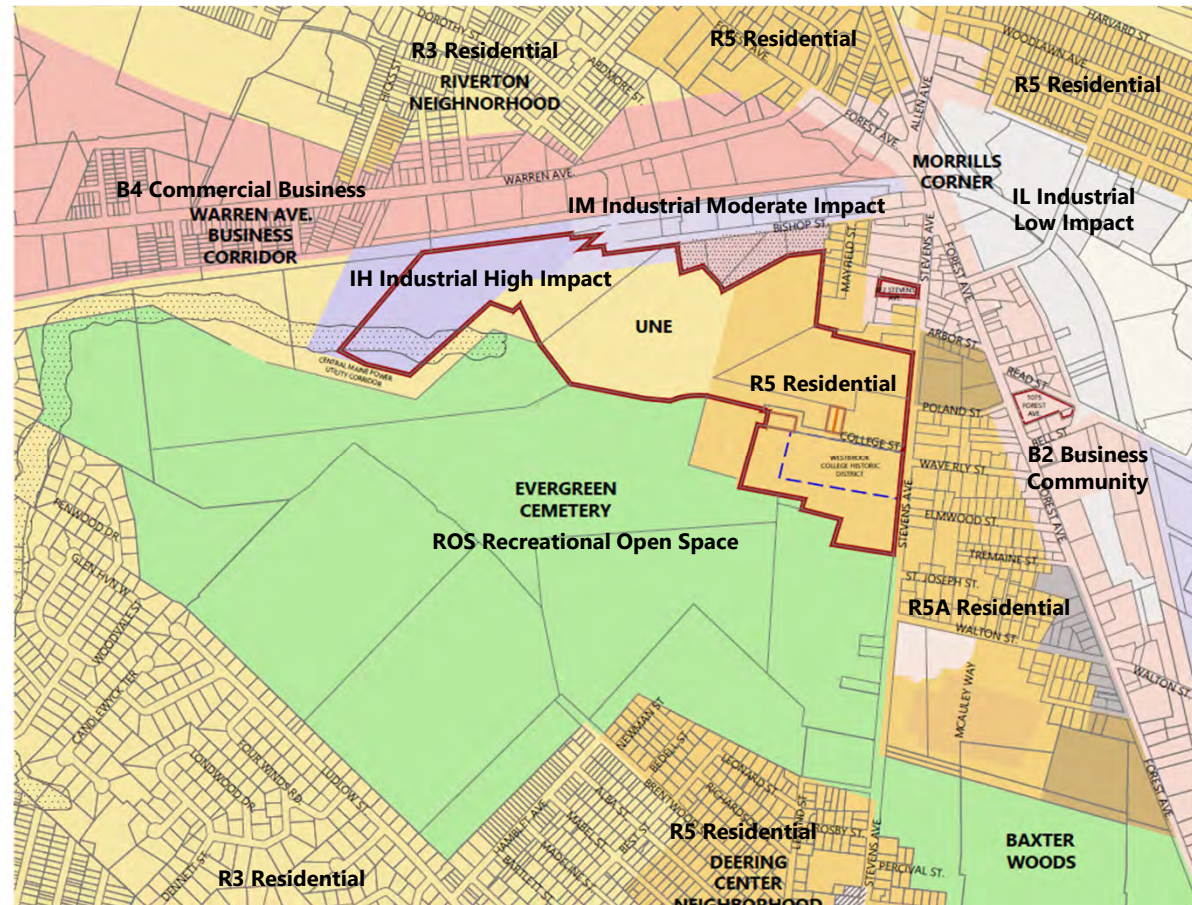
Existing Zoning

LEGEND

- UNE INSTITUTIONAL OVERLAY ZONING (IOZ) DISTRICT BOUNDARY
- PARCEL BOUNDARIES
- PROPERTIES NOT OWNED BY UNE WITHIN CAMPUS AREA
- HISTORIC ZONE
- STREAM OVERLAY ZONE

CITY OF PORTLAND EXISTING ZONING DISTRICTS

- B1 NEIGHBORHOOD BUSINESS
- B1B NEIGHBORHOOD BUSINESS
- B2 BUSINESS COMMUNITY
- B2C BUSINESS COMMUNITY
- B4 COMMERCIAL BUSINESS
- C50 CONDITIONAL / CONTRACT
- IH INDUSTRIAL - HIGH IMPACT
- IL INDUSTRIAL - LOW IMPACT
- IM INDUSTRIAL - MODERATE IMPACT
- R3 RESIDENTIAL
- R5 RESIDENTIAL
- R5A RESIDENTIAL
- R6A RESIDENTIAL
- ROS RECREATION OPEN SPACE
- RP RESIDENTIAL PROFESSIONAL



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10+ Year Development Plan

Student Population	
Fall 2025	1,400
Fall 2028	1,600
Fall 2033	1,750

Priority 1: Short-Term Development Plan (0-5 years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
H1	Residence Hall	Housing	175,000	350 beds
A1	Innovation Hall Renovation/Expansion	Academic	24,000	2 offices
S3	812 Stevens Ave. Renovation/Expansion	Support	10,000	6 offices

Priority 2: Medium-Term Development Plan (5-10 years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
S2	UNE North/1075 Forest Ave. Renovation/Expansion	Support	60,000	10 offices
S4	79 College Street Renovation/Expansion	Support	2,500	2 offices
S5	Bishop Street Renovation/Expansion	Support	2,000	N/A

Priority 3: Long-Term Development Plan (10+ years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
A2	Academic Building	Academic	60,000	20 offices
F1	Athletic Facility	Athletic	65,000	12 offices



Public Involvement Opportunities - IOZ

- ▶ Pre-Submission Neighborhood Meeting – **WE ARE HERE**
- ▶ Post-Submission Neighborhood Meeting – Summer/Fall
- ▶ Public Hearings as part of the Regulatory Process
 - Planning Board Workshops
 - Planning Board Hearing
 - City Council Hearing
- ▶ Continued Public Engagement



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Communications

- ▶ Current/active project monthly updates on Campus Planning webpage (www.une.edu/campus/campus-planning).
- ▶ Email questions/concerns/feedback directly to UNE's Planning Department (uneprojects@une.edu).
- ▶ Deering Center Neighborhood Association (DCNA), to present and review future development plans and receive ideas/feedback.



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INNOVATION FOR A HEALTHIER PLANET

Open Forum

We are here to listen and answer questions.



UNE

- ▶ Your input is important to us
- ▶ Second Neighborhood Meeting in summer/fall
- ▶ Visit our website at for updates
 - <http://www.une.edu/campus/campus-planning>
- ▶ Email with questions, concerns, or feedback directly to UNE's Planning Department and project team members.
 - uneprojects@une.edu



Thank you!



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NEIGHBORHOOD MEETING MINUTES

University of New England – Portland Campus Rezoning – Neighborhood Meeting #1

PROJECT: University of New England (UNE)
Portland Campus Rezoning
LOCATION: University of New England - Portland
Campus, 716 Stevens Avenue, Hannaford
Lecture Hall, Room 109, College of
Pharmacy, Portland, ME

MEETING DATE: 06/13/2024
ISSUED DATE: 10/09/2024

ATTENDEES:

Presenters/Representatives

Alan Thibeault – UNE
Jim Irwin - UNE
Mary Costigan – Bernstein Shur
Diane Morabito - Sewall
Barry Sheff – Woodard & Curran (W&C)
Megan Gatto – Woodard & Curran (W&C)

Public

Susan Small
Fran Girard
Katherine Kilcullen
Christopher Nelson
Kate Sykes
Jerry Hankinson
Mona Oates
Haig Tifrajian
Scott Dalton
Brenda Boothby
Carleton Winslow
Sean Hagan
Anna Bullett

Total recorded attendance was 13.

In person began at 6:00 p.m.

Project Presentation & Content

- o Welcome and Introductions provided by Alan Thibeault, UNE
- o Project Background presentation provided by Alan Thibeault, UNE and Mary Costigan, Bernstein Shur
 - Overview of UNE (Portland Campus History + Programming)
 - Regulatory Process (Institutional Overlay Zone)
 - Campus Master Plan
 - Public Involvement Opportunities
 - Comments and Questions



Record of Feedback

Throughout and following the project presentation, there was a question-and-answer period with attendees. The following topics were discussed:

- Questions and discussion about zoning, property acquisitions, and tax concerns
 - o Representatives clarified that the proposed IOZ only applies to UNE property as currently held and will not apply to property acquired thereafter, without revisions to the IOZ necessitating Planning Board and City Council approval.
 - o Participant asked what the Roux did for underlying zoning; representatives responded the change was from I-M to B5.
 - o Participant asked if IOZ application was submitted to City; representatives confirmed it has not submitted an application and will use the information gained tonight to revise the draft before it is submitted.
 - o Participant asked if the City is considering an adjacent zone change; representative responded they were not aware of that.
 - o Participant asked about whether UNE makes payment in lieu of taxes (PILOT) to the City; representatives responded that they did not, and as a non-profit were not required to. However, UNE provides significant services to the greater community, including the low-cost dental clinics on campus.
 - o Participant asked about whether PILOT could be a condition of IOZ approval; representatives responded they felt that would be an unusual condition.
 - o Concerns were raised about City tax increases from future UNE property acquisitions.
- Questions and discussion about UNE's future plans for campus expansion
 - o Participant asked what additional properties UNE is considering in the long term; representatives responded that one homeowner on Stevens Avenue has approached the University to sell their property, and that the University is considering this offer.
- Questions and discussion about traffic and parking
 - o Concerns were raised about parking along Stevens Avenue.
 - o Participant asked how UNE communicates with students on encouraging use of the Bishop Street remote lot; respondents reiterated communication with students is constant to increase usage of the remote parking lot.
 - o Participant asked is UNE contemplating a parking garage in the future; representatives responded that structured parking is not envisioned on campus, as the city has confirmed that the current parking capacity is adequate to meet the University's needs.
 - o Participant asked about shuttle usage; representatives responded that METRO use is down since COVID however the University still offers free bus passes to all faculty, staff and students, and encourages usage to reduce single occupancy vehicle trips.
 - o Concerns were raised about on-street parking impacts; representatives expressed understanding and reiterated the Bishop Street remote parking and other parking on campus is intended to alleviate on-street parking, but student habits are a challenge to change, especially when public parking is readily

available closer to the buildings, then the students, faculty and staff will use it. UNE will continue to support any revisions to public parking the City makes.

- o Representatives clarified the size of the Bishop Street parking lot and usage: There are approximately 350 spaces with 100 cars parked at any given time.
- o Participant inquired about COM building parking needs; representatives explained that parking was a Site Plan review consideration with the City's Planning Board and that there is adequate parking supply available on campus. In fact, during its review the Planning Board suggested UNE has too much parking on site.
- o Participant asked is the City studying traffic at Morrill's Corner; representatives explained they were not aware of any ongoing City traffic studies.
- Questions and discussion about Westbrook Historic District
 - o Concerns were raised regarding impacts to historic district; representatives expressed no intention to change the historic district.
- Questions and discussion about Campus Master Plan
 - o Representatives clarified there would be height and dimensional limits to campus master plan, which will enable the University to meet campus program needs.
 - o Representatives responded to a specific question regarding the location of Bishop Street remote parking versus proposed housing, and the intent to keep housing closer to the academic buildings on campus.
- Questions and discussion about zoning restriction changes and adjacent lot zoning
 - o Concerns were raised regarding noise and light impacts; representatives reassured they had no intention of seeking changes from existing City Ordinances for noise or light trespass, and actually utilizes its own lighting standards to limit the impacts as well.
 - o There was a discussion about noise and light restrictions in various city zones, for example: noise standards in B-2 zoning districts versus R-zone standards; representatives reassured these standards were City-wide and the proposed IOZ would not seek to modify those.
 - o Concerns were raised regarding off-campus Waste Management truck collections before 7am.
- Questions and discussion about environmental impacts
 - o Concerns were raised regarding impervious area, including Gulliver's field on Mayfield Street and climate impacts; representatives explained their overarching approach to protecting natural resources and UNE goal to Carbon Neutrality by 2040 and its commitment to its Climate Action Plan, most recently updated in 2017. UNE has a long, successful track record designing and constructing facilities in sensitive environmental locations, and is confident that this could be achieved on Gulliver's Field as well.
 - o Participant asked what wildlife studies have been done; representatives explained that all studies associated with prior Site Plan approvals are public record and available through the City.
 - o A concern was raised about a nearby well or individual spring and the water level; representatives shared the COM building stormwater design was reviewed and approved by the City Planning Board and had a lack of awareness of the particular issue raised and did not believe they were related, but



promised to make inquiries into this issue so it could be adequately considered in any future design.

- o A concern was raised about impacts to migratory birds, in particular the American Woodcock, resulting from development; representatives reiterated that all studies associated with prior Site Plan approvals are public record and available through the City.
 - o A concern was raised about construction impacts to Mayfield with planned housing (H1) building; representatives offered assurance that City Site Plan and MaineDEP Site Law standards have always and will continue to be met when proposing future projects.
- Questions and discussion about housing
 - o Participant asked If anyone looked at land behind Bruno's for housing; representatives responded that UNE has not looked at that land.
 - o Positive comment shared about student tenants in the area.
 - o Concerns were raised about the height of housing - too tall; representatives explained the intent of increased height to reduce footprints and impervious area and maintain open space on campus.
 - o Participant asked can you develop multiple buildings or move housing to Bishop Street and parking to Gulliver field; representatives reiterated their intent to locate housing proximate to academic buildings, and that multiple buildings would have greater potential impact
- Questions and discussion about maximum growth potential
 - o Participant asked about student population size and program sizes; representatives responded with current campus demographics.
- Questions and discussion about neighborhood traffic
 - o Concerns were raised about traffic at Morrill's Corner; representative expressed understanding and shared a benefit of the Bishop Street parking lot and private connector road is to remove students, staff, and faculty from the intersection. This access road would also afford public cyclists access without going through Morrill's Corner.
- Questions and discussion about meeting noticing
 - o Some attendees asked for earlier public notice.
 - o One commenter noted that the meeting room was hard to find.

Attendees requested a copy of the Master Plan be provided to them. A follow up email was promised to be sent to all attendees with email addresses on the attendance sheet, which would include the Master Plan.

List of Plans, Documents or Drawings Shared

The following information was shared via the PowerPoint presentation given at the meeting, with the presentation attached for reference:

- Regulatory Process and project timeline
- Campus Master Plan
- Work completed to date
- Website for campus project updates
- Email for follow up questions and concerns.



Meeting Close

- The meeting closed at approximately 7:15 and the project team thanked attendees and noted that a second Neighborhood Meeting would be held in the summer/fall 2024 and those in attendance will receive an email notice as well as another mailed notice.

Att. I

Via Electronic Mail

November 19, 2024



Natasha Kypfer, Senior Planner
City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101
nkypfer@portlandmaine.gov

Re: UNE Institutional Overlay Zone Application (ZN-003059-2024)
Neighborhood Meeting #2

Dear Natasha:

I, Caitlin Suhr, consultant for the University of New England (UNE), hereby certify that a Neighborhood Meeting was held at 6 PM on Wednesday, October 30, at the UNE Portland Campus, 716 Stevens Avenue, in the Hannaford Lecture Hall, Room 109, at the College of Pharmacy, for the Institutional Overlay Zone proposed for the UNE Portland Campus (address: 716 Stevens Avenue).

I also certify that on October 15, 2024, notices were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes owners within 1,000 feet of the proposed Institutional Overlay Zone.
2. Residents on the "interested parties" list.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in black ink that reads "Caitlin Suhr".

Caitlin Suhr, PE
Project Manager

Attachments:

1. Copy of the notice sent
2. Sign-in sheets
3. Presented material (PowerPoint Presentation)
4. Record of Feedback

October 15, 2024



Dear Neighbor,

On behalf of the University of New England (UNE) (Applicant), please join us at a Neighborhood Meeting to discuss UNE's plans for an Institutional Overlay Zone (IOZ) at their Portland campus, located at 716 Stevens Avenue in Portland, Maine.

The City of Portland's Land Use Code allows for the creation of an IOZ to "provide a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process." Consistent with that purpose, UNE is seeking a zoning amendment to create an UNE IOZ to accommodate the development and growth of their Portland Campus.

UNE has submitted a Text and Map Amendment Application to the City of Portland to create an UNE IOZ, and to change the underlying zoning of the UNE properties to B-2 Community Business. As part of that Application, the City of Portland's Land Use Code requires at least two Neighborhood Meetings be held to encourage public involvement. The first meeting was held on June 13, 2024, during the development of the IOZ Application, and before the formal submission of the zone change application. A second meeting is required to be held during the City's review, which is currently ongoing.

This Neighborhood Meeting will provide an overview of the IOZ process, provide an update on UNE's IOZ Application, including the Institutional Development Plan (IDP) and Regulatory Framework, and provide an opportunity to gather neighbors' input on the growth of the campus.

Neighborhood Meeting

Meeting Location: University of New England – Portland Campus, 716 Stevens Avenue, Hannaford Lecture Hall, Room 109, College of Pharmacy, Portland, ME

Meeting Date: Wednesday, October 30, 2024

Meeting Time: 6:00 – 7:00 PM

The City of Portland's Land Use Code requires that property owners within 500 feet of the proposed development and residents on the City's "interested parties list" be invited to participate in a Neighborhood Meeting. In an effort to be more inclusive, UNE has extended beyond the 500-foot requirement to include property owners within 1,000 feet of the Portland campus. Your contact information has been provided to us by the City of Portland as part of these lists. A sign-in sheet will be circulated at the meeting, and minutes of the meeting will be taken. Both the sign-in sheet and meeting minutes will be submitted to the Planning Authority for inclusion in the project's IOZ application to City Planning.

If you have any questions, please contact me at 207-558-3707 or via email at csuhr@woodardcurran.com. We hope to see you.



Sincerely,

Woodard & Curran, Inc.

A handwritten signature in blue ink that reads "Caitlin Suhr".

Caitlin Suhr, PE
Project Manager
On behalf of the University of New England (UNE)

Attachments: Campus Map with Neighborhood Meeting Location

Note:

Under the City of Portland Land Use Code, at least two Neighborhood Meetings shall be required as part of an Application for an Institutional Overlay Zone (Section 8.5.3.B.). The first shall be held prior to the formal submission of a zone change application for an Institutional Overlay Zone and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and inform the development of the Institutional Development Plan (IDP) and regulatory framework. Meetings shall be held in a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates and maintain written records of the meetings.

Should you wish to offer additional comments on this Application, you may forward them by e-mail to planning@portlandmaine.gov or by mail to the Planning and Urban Development Department, Planning Division, 4th Floor, 389 Congress Street, Portland, ME 04101.



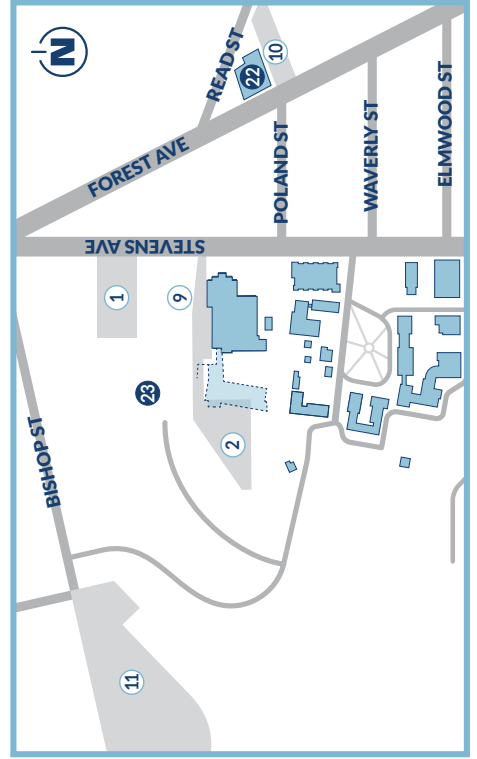
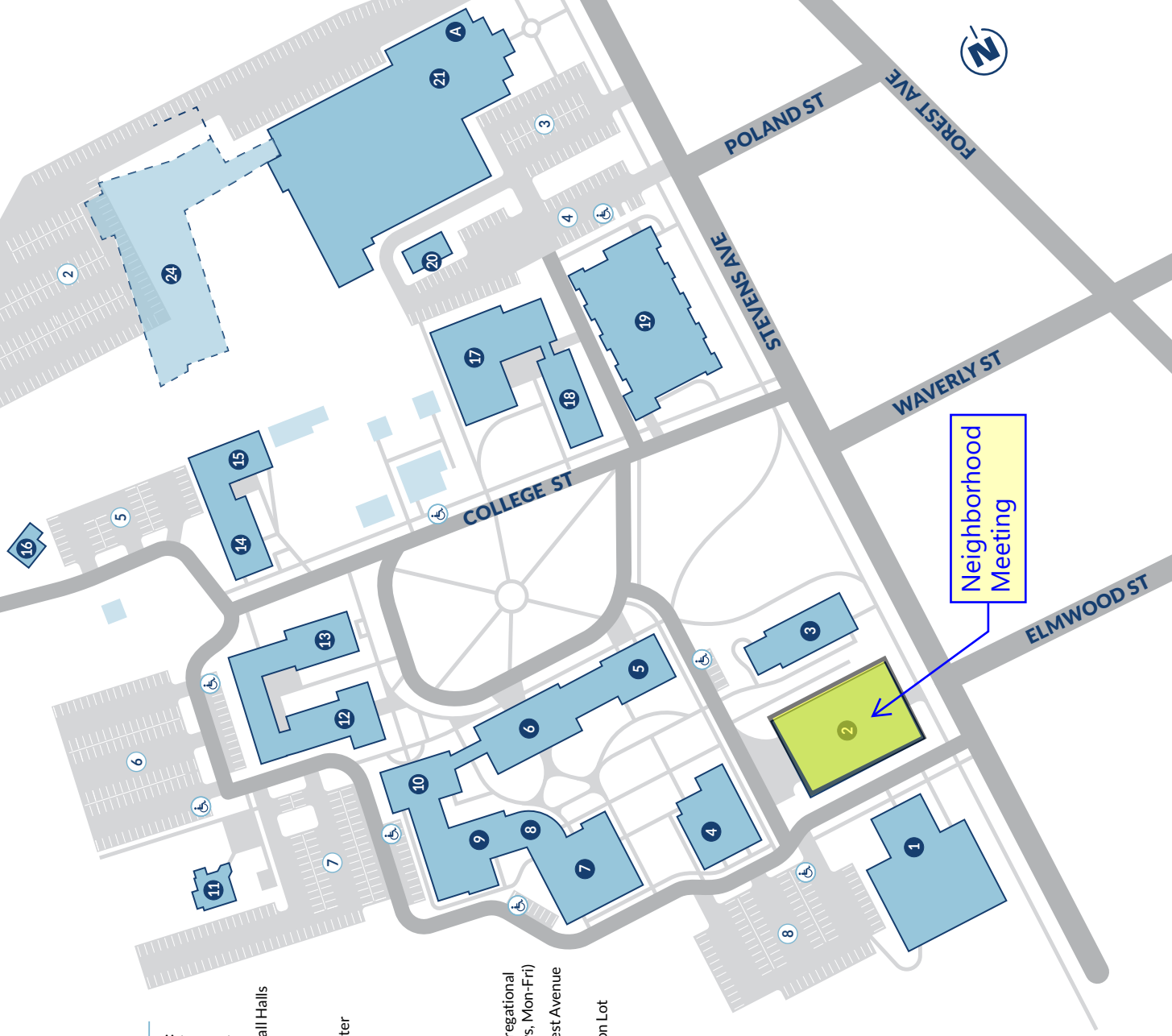
FACILITIES

- 1 Finley Recreation Center
- 2 Pharmacy Building
- 3 Ludcke Auditorium
- 4 Coleman Dental Hygiene Building
- 5 Goddard Hall
- 6 Hersey Hall
- 7 Blewett Hall
- 8 Parker Pavilion
- 9 WCHP Lecture Hall
- 10 Proctor Hall
- 11 Art Gallery
- 12 Alumni Hall
- 13 Ablanalp Library
- 14 Ginn Hall
- 15 McDougall Hall
- 16 Safety and Security/ Shuttle Terminal
- 17 Alexander Hall
- 18 Linnell Hall
- 19 Oral Health Center
- 20 Facilities Management
- 21 Girard Innovation Hall
- 22 Graduate Admissions
- 23 UNE North (see inset)
- 24 Gulliver's Field (see inset)
- 25 Harold and Bibby Alford Center for Health Sciences (opening June 2024)

PARKING

- 3 Innovation Hall South: Patient Parking ONLY
- 4 Oral Health Center: Patient Parking ONLY
- 5 Behind Ginn/McDougall Halls
- 6 Behind Library
- 7 Behind Proctor Hall
- 8 Finley Recreation Center
- 9 Handicap Parking
- Additional UNE Parking Available (see inset)
- 1 812 Stevens Avenue
- 2 Innovation Hall Rear
- 9 Stevens Avenue Congregational Church (2 Middle Rows, Mon-Fri)
- 10 UNE North: 1075 Forest Avenue (South Side Only)
- 11 Bishop Street Extension Lot

The UNE Portland Campus is proud to be on the National Register of Historic Places (1977) and to be the original home of Westbrook Seminary (1831–1929), Westbrook Junior College (1929–1970), and Westbrook College (1970–1996).



University of New England
Institutional Overlay Zoning
Neighborhood Meeting
October 30, 2024
6pm at Hannaford Lecture Hall

Attendee

Address/Contact Information

Mona Oates

29 Mayfield St. Portland ME 04103
monaoates@gmail.com

LISA PROSIEUSKI

Karl Parker

karlparker18@gmail.com

Matt Montgomery

259 Walton St mattmonty1@gmail.com

Kate Sykes

ksykes@portlandmaine.gov

Katherine Hiballe

ceec@maine.sr.com

Frans J. LaFayette

University of New England
Institutional Overlay Zoning
Neighborhood Meeting
October 30, 2024
6pm at Hannaford Lecture Hall

Attendee

Address/Contact Information

Fr. Paul Sullivan SJ OLT Parish - 442 Ocean Ave Portland 04103
Paul.Sullivan@portlanddiocese.org

William Burke St. Brigid School - 695 Stevens Avenue, Portland, 04103
william.burke@portlanddiocese.org

SCOTT DALTON 751 STEVENS AVE PORTLAND 04104
sbdal06371@gmail.com

Susan Small 39 Mayfield St. ssmall12@maine-ut.com

University of New England
Institutional Overlay Zoning
Neighborhood Meeting
October 30, 2024
6pm at Hannaford Lecture Hall

Attendee

Address/Contact Information



Mark Jaroneczyk, 19 Maggie Lane, 04103, 714-721-8978, mj-xxcal@hotmail.com



University of New England – Portland Campus Institutional Overlay Zone (IOZ)

Alan Thibeault, Vice President for University Operations



INNOVATION FOR A HEALTHIER PLANET

Agenda

Overview of UNE

Regulatory Process

Institutional Development Plan

Public Engagement

Comments and Questions

UNE Portland Campus

Mission: UNE prepares students to thrive in a rapidly changing world and, in so doing, to improve the health of people, communities, and our planet.

Programs:

- Dental Medicine
- Dental Hygiene
- Nursing
- Nurse Anesthesia
- Occupational Therapy
- Pharmacy
- Physical Therapy
- Physician Assistant
- Health, Wellness, and Occupational Studies



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Regulatory Process

Zone Change & Institutional Overlay Zone

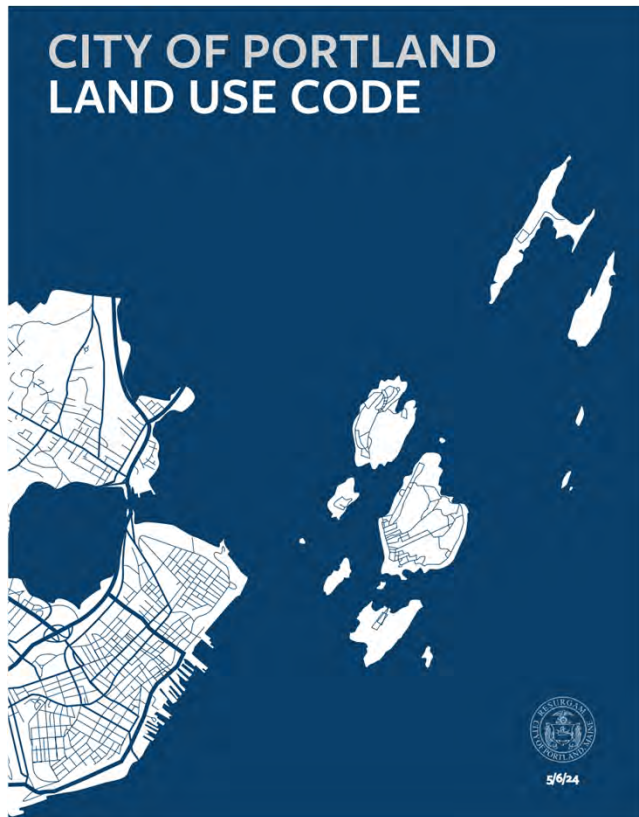
- Neighborhood Meetings (6/13 and 10/30)
- Planning Board Workshops (first Workshop 11/12)
- Planning Board Hearing
- City Council Hearing

City Site Plan Review

Construction & Operations



What is a Zoning Amendment?



A request to change the way a property is designated in the City's Land Use Code.

Establishes the parameters that will apply to future development:

- Permitted uses
- Dimensional requirements (height & setbacks)
- Design guidelines



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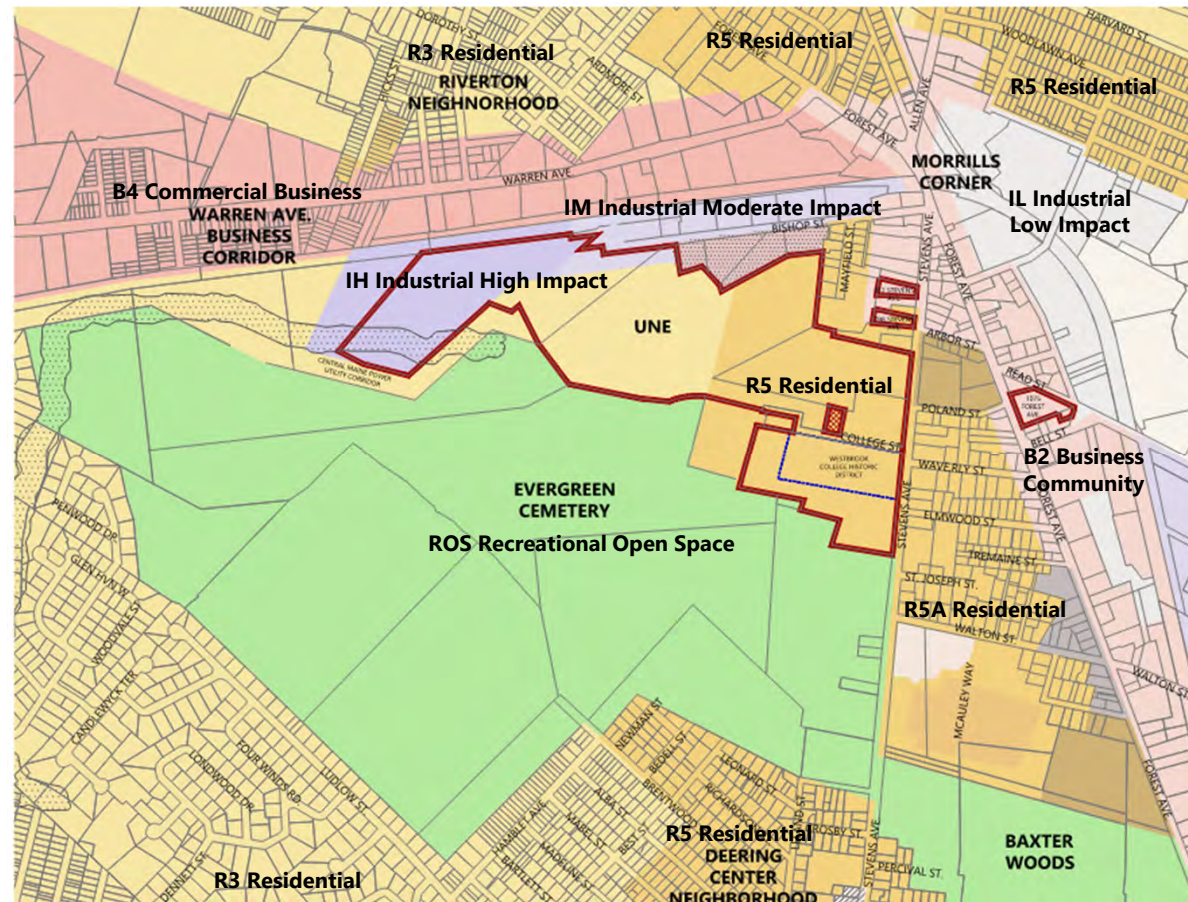
Existing Zoning

LEGEND

- UNE INSTITUTIONAL OVERLAY ZONING (IOZ) DISTRICT BOUNDARY
- PARCEL BOUNDARIES
- PROPERTIES NOT OWNED BY UNE WITHIN CAMPUS AREA
- HISTORIC ZONE
- STREAM OVERLAY ZONE

CITY OF PORTLAND EXISTING ZONING DISTRICTS

- B1 NEIGHBORHOOD BUSINESS
- B1B NEIGHBORHOOD BUSINESS
- B2 BUSINESS COMMUNITY
- B2C BUSINESS COMMUNITY
- B4 COMMERCIAL BUSINESS
- C50 CONDITIONAL / CONTRACT
- IH INDUSTRIAL - HIGH IMPACT
- IL INDUSTRIAL - LOW IMPACT
- IM INDUSTRIAL - MODERATE IMPACT
- R3 RESIDENTIAL
- R5 RESIDENTIAL
- R5A RESIDENTIAL
- R6A RESIDENTIAL
- ROS RECREATION OPEN SPACE
- RP RESIDENTIAL PROFESSIONAL



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Institutional Overlay Zone (IOZ)



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Public Feedback



Traffic & Parking



Building Height & Locations



Natural Resources & Environment



Historical District



Housing



Zoning



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Institutional Development Plan (IDP)



Planning for the future development of UNE's Campus

- Baseline Characteristics of the Institution
- Campus Master Plan
- Transportation Plan
- Environmental Plan
- Infrastructure Plan
- Design
- Neighborhood Engagement



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Campus Master Plan



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10+ Year Development Plan

Priority 1: Short-Term Development Plan (0-5 years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
H1	Residence Hall	Housing	175,000	350 beds
A1	Innovation Hall Renovation/Expansion	Academic	24,000	2 offices
S3	812 Stevens Ave. Renovation/Expansion	Support	10,000	6 offices

Priority 2: Medium-Term Development Plan (5-10 years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
S2	UNE North/1075 Forest Ave. Renovation/Expansion	Support	60,000	10 offices
S4	79 College Street Renovation/Expansion	Support	2,500	2 offices
S5	Bishop Street Renovation/Expansion	Support	2,000	N/A

Priority 3: Long-Term Development Plan (10+ years)

Campus Master Plan Identifier	Project	Use Category	Total Square Footage	Estimated Occupancy
A2	Academic Building	Academic	60,000	20 offices
F1	Athletic Facility	Athletic	65,000	12 offices



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Student Populations

Year	Student Population
Fall 2015	1,397
Fall 2018	1,257
Fall 2021	1,198
Fall 2023	979
Fall 2025	1,400
Fall 2028	1,600
Fall 2033	1,750



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Proposed Height Map



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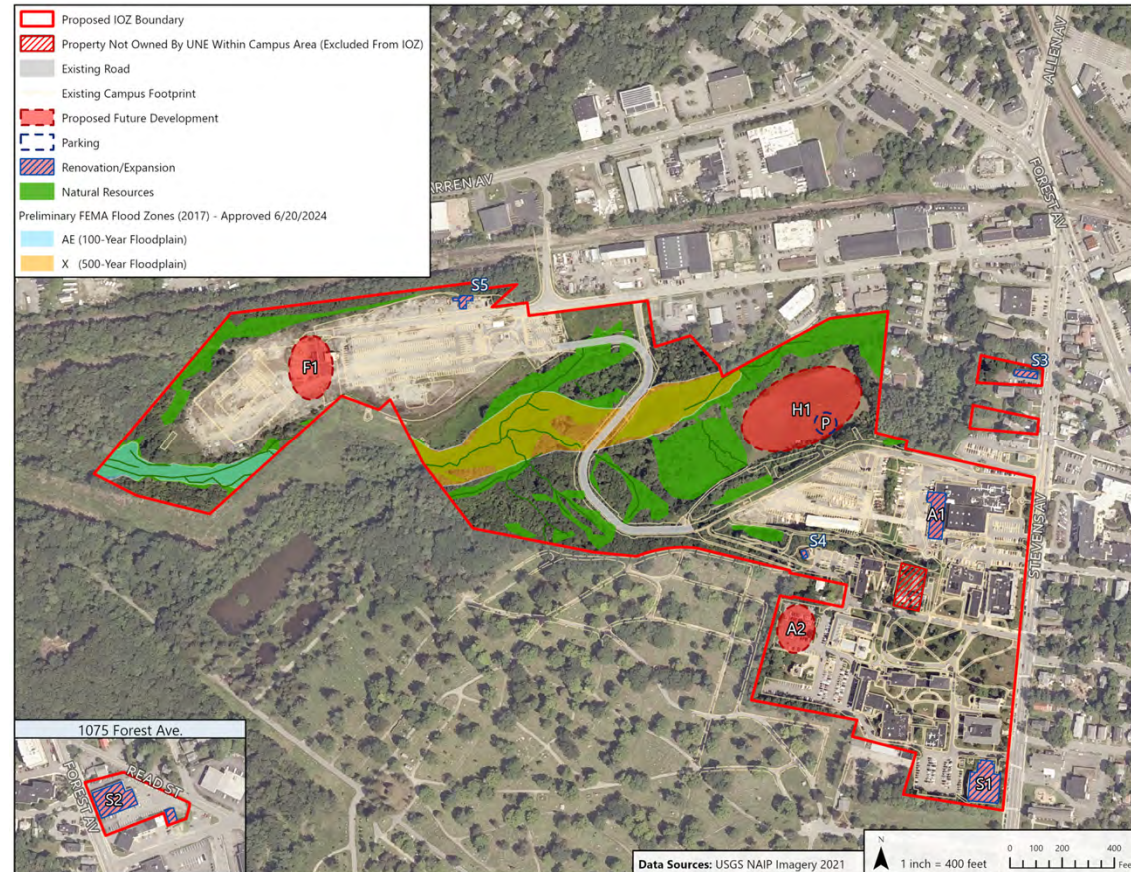
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IDP: Environmental Plan

- UNE committed to fostering environmental stewardship
- Extensive open space and natural areas
- New development sited to avoid existing natural resources
- Maintaining Capisic Brook riparian zone
- Partnership with Portland Trails
- Future site development projects will be required to go through Site Plan Review and comply with local and state stormwater management requirements



IDP: Transportation Plan

- Traffic volumes in area have been declining
- Inclusion of on-campus housing will help reduce peak hour trips to and from campus
- Projected long-term growth of student population not expected to have any significant off-site impacts
- Newly constructed connector road provides relief to Morrill's Corner

ITE Trip Generation

Time Period	New One-way Trips	Time Period	New One-way Trips
Daily	234	PM Peak Hour	23
Entering	117	Entering	7
Exiting	117	Exiting	16
AM Peak Hour	23		
Entering	18		
Exiting	5		

Average Annual Daily Traffic

Location	2008	2010	2013	2016	2019	2022
Bishop Street, west of Forest Avenue	--	--	1650	--	--	--
Walton Street, west of Forest Avenue	--	2800	3120	2580	--	--
Forest Avenue, NW of Warren Avenue	20020	19010	19820	18140	--	17370
Forest Avenue, no. of Arbor Street	--	--	24500	22140	22570	18730
Forest Avenue, no. Walton Steet	--	--	21830	--	--	16610
Forest Avenue, so. of Walton Avenue	--	--	21710	--	--	17030
Stevens Avenue, so. of Walton Avenue	--	12510	11680	11620	--	--
Stevens Avenue, no. of Walton Avenue	--	11170	10980	11180	--	--
Stevens Avenue, so. of Forest Avenue	--	10360	10050	11230	--	8320
Warrens Avenue, SW of Forest Avenue	13370	11560	13130	11390	12380	13300
Allen Avenue, no. of Goodridge Ave	--	18210	--	16040	16220	17340



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Public Involvement Opportunities - IOZ

- ▶ Pre-Submission Neighborhood Meeting – held on June 13, 2024
- ▶ Post-Submission Neighborhood Meeting – **WE ARE HERE**
- ▶ Public Hearings as part of the Regulatory Process
 - Planning Board Workshops (First Workshop 11/12)
 - Planning Board Hearing
 - City Council Hearing
- ▶ Continued Public Engagement



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Communications

- ▶ Your input is important to us
- ▶ Visit our website at for updates
 - <http://www.une.edu/campus/campus-planning>
- ▶ Email with questions, concerns, or feedback directly to UNE's Planning Department and project team members.
 - uneprojects@une.edu



Thank you!



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Open Forum

We are here to listen and answer questions.





NEIGHBORHOOD MEETING MINUTES

University of New England – Portland Campus Rezoning – Neighborhood Meeting #2

PROJECT:
University of New England (UNE)
Portland Campus Rezoning

MEETING DATE: October 30, 2024

ISSUED DATE: November 19, 2024

LOCATION:
University of New England - Portland
Campus, 716 Stevens Avenue, Hannaford
Lecture Hall, Room 109, College of
Pharmacy, Portland, ME

ATTENDEES:
Presenters/Representatives
Alan Thibeault – UNE
Mary Costigan – Bernstein Shur
Diane Morabito – Sewall
Caitlin Suhr – Woodard & Curran (W&C)

Public
See attached sign-in sheet

Total recorded attendance was 12.

In person began at 6:00 p.m.

Project Presentation & Content

- o Welcome and Introductions provided by Alan Thibeault, UNE
- o Presentation provided by Alan Thibeault, UNE and Mary Costigan, Bernstein Shur
 - Overview of UNE
 - Regulatory Process (Institutional Overlay Zone)
 - Institutional Development Plan
 - Public Involvement Opportunities
 - Comments and Questions

Record of Feedback

Throughout and following the project presentation, there was a question-and-answer period with attendees. The following questions were asked and feedback provided:

- o Participant asked if information on the upcoming Planning Board Workshop could be provided.
- o Participant asked if any future property acquisitions would automatically be included in the IOZ.



- o Participant asked where the headwaters of Capisic Brook are located.
- o Participant asked what an urban impaired stream is.
- o Participant asked if the parking lot behind the newly constructed College of Osteopathic Medicine (COM) building has been permitted and how many spaces it has.
- o Participant asked what the ratio of students and staff is to parking spaces.
- o Participants expressed that it is difficult to find on-street parking on Stevens Avenue due to students parking there.
- o Participants expressed that the City doesn't enforce the 1-hour parking restrictions on side streets, and that students block driveways of abutters.
- o Participant asked what the existing building is located behind the Bishop Street parking area.
- o Participant asked what height is allowed in the B-2 zone under current zoning.
- o Participant asked how many stories the proposed housing building would be.
- o Participant asked whether the new housing would be dormitories or apartments.
- o Participant asked what will happen if the building height request as part of this application doesn't get approved.
- o Participant asked if the housing will be for students only.
- o Participant asked if UNE is bound by rent control restrictions.
- o Participant asked what the height is of the new medical (COM) building.
- o Participant asked whether the housing building could be located where the proposed athletic facility is, near Bishop Street.
- o Participant asked what academic programs will be occupying proposed development A2.
- o Participant asked if the location of proposed development A2 is located in an existing parking lot.
- o Participant asked how many units would be in the housing building.
- o Participant noted that there was recently construction noise happening at night at one of the parking lots on campus.
- o Participant noted that 2024 student population data was not provided in the table in the presentation.
- o Participant asked what UNE's plans are for the building at 798 Stevens Avenue.
- o Participant asked whether UNE has done traffic counts for new roadway internal to campus.
- o Participant asked when UNE met with DCNA.
- o Participant asked what DCNA's concerns were related to the IOZ application.
- o Participant asked if a copy of the PowerPoint presentation could be made available.
- o Participant asked if this information is available on UNE's website.

List of Plans, Documents or Drawings Shared

The following information was shared via the PowerPoint presentation given at the meeting, with the presentation attached for reference:

- UNE Portland Campus overview
- Regulatory process and project timeline
- Existing and proposed zoning



- Summary of public feedback received to date
- Institutional Development Plan (IDP)
- Campus Master Plan
- Proposed Height Map
- IDP: Environmental Plan
- IDP: Transportation Plan
- Public involvement opportunities
- Email for follow up questions and concerns.

Meeting Close

- The meeting closed at approximately 7:30 and the project team thanked attendees.

Att. J

Via Electronic Mail

December 20, 2024



Natasha Kypfer, Senior Planner
City of Portland
389 Congress Street
Portland, ME 04101
nkypfer@portlandmaine.gov

Re: University of New England – Map and Text Amendment Application ZN-003059-2024
Response to City Comments

Dear Natasha:

Thank you for coordinating the review of our application (ZN-003059-2024), a Map and Text Amendment, proposing a new Institutional Overlay Zone (IOZ) for the University of New England (UNE) at 716 Stevens Avenue, with a change to the underlying zoning to B-2 Community Business. We received the comments from the City's reviewers on October 17, 2024, and are providing responses.

Our responses are provided in tables in the following sections:

- Attachment 1: Institutional Development Plan (IDP): Response To Comments
- Attachment 2: Regulatory Framework: Response To Comments

If you have any questions or require additional information, please do not hesitate to contact me at (207) 558-3707 or csuhr@woodardcurran.com. We look forward to continuing to collaborate with the City as we work through the IOZ process.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in cursive script that reads "Caitlin Suhr".

Caitlin Suhr, PE
Project Manager

cc: Alan Thibeault, University of New England
Mary Costigan, Bernstein Shur
Diane Morabito, Sewell Infrastructure

PN: 0235387.00

1. ATTACHMENT 1: INSTITUTIONAL DEVELOPMENT PLAN (IDP): RESPONSE TO COMMENTS

Institutional Development Plan (IDP): Content

Land Use Code, Section 8.5.4.C

Category, Sub-category, requirement and Sub-requirement	Location, IDP Page #	Review Comments: Overview & Updates Requested	Comment Response Provided by Applicant
1. Context Information a. The institution's adopted mission, vision or purpose statement	Pages 4-5	As stated and provided for on pages 4-5, UNE is guided by its Mission, Vision, and Core Values, as well as its own strategic plan ("Our World, Our Future").	This requirement has been met.
1. Context Information b. A summary of relevant baseline data on the institution, including; i. A neighborhood context plan	Pages 11-12, Figure 1.1	The UNE's approximately 72-acre campus is bounded by Warren Ave., Bishop St. Extension, and Bishop St. to the north; Stevens Ave. to the east; and, Evergreen Cemetery and CMP's Utility Corridor to the south, as depicted in provided Figure 1.1.	This requirement has been met.
1. Context Information b. A summary of relevant baseline data on the institution, including; ii. An inventory of current programs and services.	Page 7-9	The UNE Portland campus houses three academic colleges: the Westbrook College of Health Professions (WCHP), the College of Dental Medicine, and the College of Graduate and Professional Studies. In addition, UNE operates two health clinics on campus: the Oral Health Center and the Dental Hygiene Center, as well as UNE North, the Center for Global Humanities, and cultural institutions that include the Maine Women Writers Collection and the UNE Art Gallery.	This requirement has been met.

1. Context Information b. A summary of relevant baseline data on the institution, including; iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.	Page 18, Table 1.3	Table 1.3 titled "FTE Student, Faculty, and Professional Staff Data", includes population data from 2016-2023 for student, faculty and professional staff, and campus population. Please also add an additional column to Table 1.3 that includes patient figures visiting the campus (for example, dental patients to the Oral Health Center), further, consider incorporating part-time data, as the provided table only documents FTE.	Table 1.3 has been updated to include historical patient visit data. UNE does not keep track of other campus visitors so is unable to provide this information.
1. Context Information b. A summary of relevant baseline data on the institution, including; iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).	Page 17, Table 1.2	Table 1.2 titled "UNE Owned Properties in the City of Portland", documents UNE's total of 17 parcels, the majority of which are contiguous in the campus core, while several are outparcels. Please speak to the functional land use links between off-campus properties and the main campus (e.g. remote parking and the Bishop Street shuttle service).	This section has been updated to include descriptions of the outparcels, including their functional land use, and links to the campus core.
1. Context Information b. A summary of relevant baseline data on the institution, including; v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.	Page 16, Figure 1.5 Pages 21-22	The UNE campus map is provided on page 16 as Figure 1.5, depicting the 25 distinct facilities and 11 parking areas, with an inset map centered around the Campus Quad. Please supplement Figure 1.5 Campus Map with a table listing the 25 facilities and 11 parking areas identified in Figure 1.5, organized chronologically by facility number. Please also incorporate the parking spaces data from Table 3.5 here as well. The table should include columns for facility name, total	Table 1.2 has been added to this section that lists and describes the facilities and parking areas as shown on the Campus Map.



		floor area, and use. For parking areas, organize chronologically by parking area # and include columns for total square footage, total number of existing spaces, and a breakdown of ADA and EV spaces.	
<i>1. Context Information</i> <i>c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:</i> <i>i. A summary of existing resources, such as historic, open space, and natural resources.</i>	Pages 19-20	UNE's campus is the site of the Westbrook College Historic District, which includes six buildings built between 1834 and 1952. Further, existing open space and natural resources are summarized, and include notation of the Portland Trails Forest City Trail connection and the Capisic Brook watershed area.	This requirement has been met.
<i>1. Context Information</i> <i>c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:</i> <i>ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization</i>	Page 41-44, Table 3.5	Table 3.5 titled "UNE Portland Campus - Parking Spaces" details the currently 11 parking lots located on campus, plus the on-street parking along two principle campus roadways, which amounts to 882 spaces total, plus the 182 permitted spaces presently at the COM building. Please include a quick summary of the existing transportation system within the Context chapter, to incorporate what is detailed on pages 41-44.	A summary of the existing transportation system has been added to the Context chapter.
<i>1. Context Information</i> <i>c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:</i>	Page 20	Existing stormwater management systems utilize on-site infiltration systems, with secondary use of conveyance to the Stevens Ave. and Bishop St. CSO. Existing wastewater infrastructure for the campus is discharged to	This requirement has been met.



iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.		a CSO in College St. and Stevens Ave. Other public utilities include: PWD, CMP, and Unitil.	
1. Context Information c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including: iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.	Page 21	A breakdown of the City's Comprehensive Plan, with tie in to the eight policy guide topics as they relate to UNE's work is provided with excerpts from Portland's Plan that UNE works to promote and advance are underscored and include the: environment, economy, historic resources, and housing. Please include additional studies that should be referenced in this section, such as the: Portland-South Portland Smart Corridor Plan (final report dated June 2018), the One Climate Future Plan, and the Forest Avenue Redesign Project. For example, within the Smart Corridor Plan on Page 143 it states: "[The] University of New England (UNE) office at 1075 Forest Avenue, shown in Figure 142 is a parcel that addresses the street well, and would be enhanced by the recommended planting palette and materials design guidelines found later in this section."	This section has been updated to reference additional studies as suggested in the comment.
1. Context Information d. A summary of public involvement in the development of the IDP, including major areas of public concern.	Page 22	UNE has worked to involve the public in the creation of the IDP during the IOZ submission process, this includes holding one of two required neighborhood meetings, which took place on June 13, 2024. Please be sure to update this section with the 10/30 neighborhood meeting date. Additionally, it may be beneficial to include a few sentences on the required review by both the Planning Board and City Council, as these	This section has been updated to include the 10/30 neighborhood meeting, as well as to include an additional meeting with Deering Center Neighborhood Association. Additional information on the City review process and opportunities for public engagement at Planning Board and City Council has also been provided.

		will also be opportunities for public involvement.	
2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future institutional growth and change, with: i. A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).	Page 25, Table 2.2	Table 2.2 titled "Projected Growth of FTE Student, Faculty, and Professional Staff" provides a snapshot of data for the years of 2025, 2028, and 2033. Please include data on campus visitors, i.e. visiting faculty, prospective students, guests, etc.; to incorporate as a column in Table 2.2. Please also add patients seen for on-campus health visits.	Projected patient visit data has been added to Table 2.2. UNE does not track other types of visitors (such as visiting faculty, prospective students, or guests) so is unable to provide projections for these visitor types.
2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future institutional growth and change, with: ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.	Pages 26-28	UNE identifies five categories for key current and future institutional needs: campus reorganization, new building and renovation, educational/pedagogy improvements, campus infrastructure, and housing.	This requirement has been met.
2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future	Pages 28-30, Table 2.3	A development plan is shown in Table 2.3, titled "10 +- Year Development Program", which identifies three core priority timelines: the short-term (0-5 years), medium-term (5-10 years), and long-term (10+ years).	This requirement has been met.

<i>institutional growth and change, with:</i> <i>iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.</i>			
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.</i>		Please provide an analysis of the projected changes in parking demand, supply, and impacts, and a review of current parking conditions. The previous TDM plan could be utilized to assist in completing this section. Further, a discussion on how to mitigate neighborhood impact by reducing on-street parking usage by UNE students and personnel should be included here.	This section has been updated to include the parking analysis based upon the historical parking counts.
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support</i>	Page 36-37, Tables 3.2 & 3.3	Table 3.2 titled "Trip Generation Analysis" provides a snap shot of vehicular usage projections for the student population in the years 2025, 2028, and 2033.	This section has been updated to project increases in pedestrian, bicycle and transit trips based upon ITE data for the projected increase in student population.

<i>the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.</i>		Please provide more details, as it relates to pedestrian and bicycle usage in this section, which largely focuses on vehicular travel.	
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing,</i>	Pages 38-44	UNE's original TDM plan was created in 2010, and is routinely updated, most recently in April 2022. Strategies that emerged from the plan include: education and promotion, carpooling & ridesharing, transit service, incentives, EV charging infrastructure, bicycle infrastructure, and pedestrian & bicycle access. Please provide a more detailed transportation, access, and circulation plan, that expands beyond the strategies identified in the TDM. As an example, perhaps providing a circulation plan of the core campus as a visual could then highlight potential opportunities for connections to the existing and future trail network. Please also speak to the existing Traffic Movement Permit (TMP) in this section, whether UNE envisions surpassing the threshold for a new TEMP under your build-out plans, i.e. indicate when a revised TMP may be required, or triggered, in the future.	A circulation and access plan for the core campus (Figure 3.6) has been added, as suggested, showing the sidewalk connections as well as trail connections with some discussion. A discussion was added regarding the historical TMP information and recent campus building projects. It is unlikely a TMP will be required for the building projects anticipated in this 10-year plan.



and when a Traffic Movement Permit (TMP) may be required.			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: ii. Environment, with: a) An analysis of potential cumulative impacts on natural resources and open spaces.	Page 52	Please provide an expanded analysis under the 'Proposed Future Development and the Environment' paragraph, which should detail potential cumulative impacts to the existing natural resources and open spaces on campus. For example, perhaps some good data to capture here could be existing vs. proposed impervious lot coverage, the existing open space on campus vs. proposed loss or gain of open space over time, and the existing square footage of wetlands vs. potential impacts or gains in the future.	An expanded analysis related to anticipated impacts on natural resources and open space has been included in this section.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: ii. Environment, with: b) An analysis of projected energy consumption, hazardous materials	Pages 57-60	UNE's operational sustainability is detailed within the categories of energy conservation, waste management practices, biomedical waster best practices, sustainable landscaping, and noise generation.	This requirement has been met.



generation, noise generation, and similar issues as relevant.			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: ii. Environment, with: c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation	Page 56, Figure 4.8	Figure 4.8 titled "Natural Resources and Campus Master Plan" shows proposed campus improvements in locations aimed to mitigate impact to natural resources.	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iii. Infrastructure, with:	Pages 62-63	Utility demand and capacity are detailed through the lens of the various providers: water services supplied by PWD, electricity supplied by CMP, telephone & data services by Consolidated Communications and Spectrum, natural gas and heating fuels supplied by Unitil, and existing wastewater infrastructure	This requirement has been met.

<i>a) An analysis of projected public utility demand and the capacity of associated infrastructure.</i>			
2. Assessment of future institutional growth and change, including: <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>iii. Infrastructure, with:</i> <i>b) An analysis of projected public safety needs and projected impacts to the capacity of these services.</i>	Page 64	UNE has security officers who provide 24/7 patrol and dispatch coverage of the campus, in addition, an emergency notification service (Rave Mobile Safety), provides faculty, staff, and students with timely updates during emergencies, speaking to the capacity of public safety as the campus grows.	This requirement has been met.
2. Assessment of future institutional growth and change, including: <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>iii. Infrastructure, with:</i> <i>c) An infrastructure plan, representing the synthesis of the analysis and including a proposed</i>	Pages 61-62, Figure 5.1	Figure 5.1 titled "Existing Stormwater Infrastructure and Campus Master Plan" illustrates existing City sanitary sewer and stormwater infrastructure surrounding and within the campus, as well, future stormwater run-off flows are detailed. Please include a set of guidelines to support sustainable growth at the conclusion of this chapter.	A set of guidelines to support sustainable growth has been added at the conclusion of this chapter.



program or set of guidelines to support sustainable growth.			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iv. Design, with: a) An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.	Pages 65-72, Figures 6.1, 6.2, 6.3, & 6.4	The City wants to ensure UNE is adequately addressing potential impacts to the surrounding parcels, including: Evergreen Cemetery, the isolated parcels within the Campus, and properties on Mayfield Street. Please provide spot elevations on the buildings shown in Figure 6.2 to better dedicate heights. Provide rendering of proposed development looking from Mayfield Street towards proposed student housing building (west). Additionally, as UNE considered alternative building layouts and parking configurations for the conceptual student housing on the Gulliver's Field site?	Building height information has been added to Figure 6.1 to provide greater context for existing and proposed facilities. A rendering of the proposed housing development looking from Mayfield Street towards the proposed student housing building has been included as Figure 6.3. The design of the proposed housing building and associated parking area is still in the planning stages. UNE is evaluating alternatives for building footprints and parking configurations within the general area depicted on the Campus Master Plan. The general area for development will be within the existing Gulliver's Field site, however final design will be developed in the future and reviewed by the City as part of the Site Plan Review process. The rendering included as Figure 6.3 shows a version of the housing located at the closest point to Mayfield Street within the 85-ft maximum height overlay.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set	Page 71-72, Figure 6.4	Figure 6.4 titled "Proposed Maximum Heights" has identified transition zones along the edges of the IOZ boundary. Please provide the design rationale for the proposed 50 ft height within the 25 ft-wide transition zone—was there any consideration of varying the maximum height to better align with the surrounding context? Did UNE	Figure 6.4 has been revised to be a "Proposed Open Space and Maximum Height Map" and has been updated to include open space, i.e., "no build", areas. The design rationale for the proposed 50 ft height within the 25 ft-wide transition zone was to provide a step back of building heights from the campus edges and



<i>out in the regulatory framework, including:</i> <i>iv. Design, with:</i> <i>b) An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.</i>		consider mapping lower maximum heights along Capisic Brook, and what is the rationale for mapping 65 ft on the two outparcels fronting Stevens Avenue? Additionally, the parcel on Forest Avenue, under ReCode, would allow a height of up to 75 ft. We recommend removing the height limitation for that parcel should ReCode pass as proposed.	adjacent properties, with the intent to focus densification and greater building heights internal to the campus. The open space areas that have been added to the plan will provide further buffering of neighboring properties, and will preserve existing wetland and open space areas, such as along Capisic Brook and adjacent to the Mayfield Street neighborhood. The proposed maximum height of the outparcels on Stevens Ave and Forest Ave have been revised to 75-ft for consistency with the updated maximum height for the B2 zone as part of the recently adopted ReCode. The UNE outparcels at 1075 Forest Ave, 32 Bell Street, and 812 Stevens Ave are zoned B2 under ReCode. As part of this IOZ application, UNE is seeking to change the underlying zoning at outparcel 798 Stevens Ave to B2 for consistency with the rest of the campus and nearby properties on Stevens Ave.
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>iv. Design, with:</i>	Page 72	UNE's Campus Safety and Security Department monitors through in-person patrols and CCTV cameras and provides response 24/7, which contribute to low crime statistics on campus.	This requirement has been met.



c) An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iv. Design, with: d) A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.	Pages 71-75	Figure 6.4 titled "Proposed Maximum Heights" could be expanded on as a conceptual built environment/public realm plan for this section. Has there been consideration for a more targeted contextual set of heights throughout the campus to address varying building typologies in adjacent neighborhoods?	Figure 6.4 has been revised to be a "Proposed Open Space and Maximum Height Map" and has been updated to include open space, i.e., "no build", areas. The open space areas that have been added to the plan will provide further buffering of neighboring properties, and will preserve existing wetland and open space areas, such as along Capisic Brook and adjacent to the Mayfield Street neighborhood, and Evergreen Cemetery. The proposed maximum height areas have been thoughtfully selected to facilitate future development in portions of the campus that will not impact natural resources and will enhance campus engagement and safety.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or	Pages 76-77	UNE outlines four steps in their effort to provide ongoing community engagement, which include:	This requirement has been met.



<i>potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>v. Neighborhood engagement, with:</i> <i>a) A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.</i>		-Developing a comprehensive CMP -Providing monthly project updates for all current/active projects -Creating a dedicated email address to allow neighbors to forward questions, concerns, and feedback -Attendance as local community neighborhood association meetings	
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>v. Neighborhood engagement, with:</i> <i>b) A property management framework that identifies the institution's process for handling operational property issues with neighbors.</i>	Page 76	UNE directly oversees the maintenance and care of its facilities; it does not inspect or approve any off-campus housing.	This requirement has been met.



2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: c) Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.	Page 77	UNE has established strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods, including alerting abutting properties of the transition of ownership and providing the appropriate contact information.	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: d) A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on	Pages 82-84, + Attachment A	UNE has identified construction management principles that will be implemented to minimize impacts to its surrounding neighborhoods from noise, vibrations, ground movement, truck traffic, dust control and other construction related factors.	This requirement has been met.

<i>surrounding residents and businesses, and ensure a clear communication strategy is in place in advance of construction.</i>			
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2. REGULATORY FRAMEWORK RESPONSE TO COMMENTS

Regulatory Framework: Content			
Land Use Code, Section 8.5.5.D			
Category & Requirement	Location, R.F. – PDF Page Number & Document Section	Review Comments: Overview & Updates Requested	Comment Response Provided by Applicant
<i>1. Zoning boundary of the IOZ</i> <i>The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's zoning map)</i>	Page 144, Figure 8-H	General comment: Please add page numbers to the Regulatory Framework document itself.	Page numbers have been added.
<i>2. Phasing and schedules</i> <i>Requirements that relate to particular proposed phases</i> <i>A chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan)</i>		N/A - No phasing or scheduling proposed (imminent site plan) at this time.	



3. <i>Uses</i> <i>Clarification, as necessary, on permitted uses</i>	Page 146, Section C., Table 8-H		
4. <i>Dimensional requirements</i> <i>Graphics, sketches, or standards, including details for transition zones within the IOZ boundary</i>	Pages 146-147, Section D., Figure 8-I	Staff requests further discussion regarding the proposed height map and how to consider the surrounding context. See attached comments.	The applicant met with City Staff on October 22, 2024, and December 13, 2024, to further discuss the proposed height map. Changes to the height map have been incorporated as shown on Figure 8-I.
5. <i>Transportation</i> <i>Elements such as Transportation Demand Management Plan (TDM) trip reduction targets or contribution to area-wide TDM measures</i> <i>Broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety</i> <i>Parking ratios and management strategies</i> <i>Thresholds for access improvements</i>	Page 148, Section E.	<i>City Staff is working with the applicant to draft language for this requirement section.</i>	The applicant is working with City Staff on the final language for this requirement section.



6. Environment <i>The approach to the inclusion of open space and preservation of environmentally-sensitive areas</i>	Page 148, Section F.		
7. Mitigation measures <i>The broad approach to identified mitigation measures, which would be addressed in greater detail in the site plan review process</i> <i>Thresholds for addressing deficiencies</i> <i>Goals for preservation/protection</i>	Page 148, Section G.	<i>City Staff is working with the applicant to draft language for this requirement section.</i> <i>City Staff is working with the applicant to draft language for this requirement section.</i>	The applicant is working with City Staff on the final language for this requirement section.
8. Design <i>Graphics and standards to clarify building placement and envelope (height and massing)</i> <i>Guidelines for integration of site features</i> <i>Required treatments for transition zones and treatment for all edges</i>		<i>City Staff is working with the applicant to draft language for this requirement section.</i>	The applicant is working with City Staff on the final language for this requirement section.



<i>(both within and abutting the IOZ boundary)</i> <i>Guidelines for establishing campus identity</i>			
9. Neighborhood integration Thresholds and strategies for neighborhood engagement Mitigation of impacts on neighboring properties, including construction impacts Buffering requirements Objectives for pedestrian linkages and safety Other requirements that address community concerns	Page 150, Section I.	<i>City Staff is working with the applicant to draft language for this requirement section.</i>	The applicant is working with City Staff on the final language for this requirement section.
10. Monitoring <i>A schedule for regular monitoring reports on IDP implementation in accordance with the IDP</i>		This section should simply address monitoring, stating that updates will be provided to the Planning Authority every five years.	Monitoring requirements have been added to this section.

Att. K

Via Electronic Mail

February 7, 2025



Natasha Kypfer, Senior Planner
City of Portland
389 Congress Street
Portland, ME 04101
nkypfer@portlandmaine.gov

Re: University of New England – Map and Text Amendment Application ZN-003059-2024
Response to City Comments Round 2

Dear Natasha:

Thank you for coordinating the review of our application (ZN-003059-2024), a Map and Text Amendment, proposing a new Institutional Overlay Zone (IOZ) for the University of New England (UNE) at 716 Stevens Avenue, with a change to the underlying zoning to B-2 Community Business, and OS-P Open Space Preservation. We received the second round of comments from the City's reviewers on January 17, 2025, and are providing responses on the attached table:

- Attachment 1: Institutional Development Plan (IDP): Response To Comments

In addition to the written comments received from City staff, we have also heard feedback from the Planning Board and public at the second Planning Board Workshop held on January 28, 2025. Some of the feedback we heard included a suggestion to consider rezoning the proposed open space areas as Open Space Preservation (OS-P), suggestions for ongoing community engagement requirements to be incorporated into the Regulatory Framework, and suggestions related to the maximum height areas and consideration of increased transition zones. Responses and further information related to these topics are provided below for consideration.

Open Space Preservation (OS-P) Rezoning

Staff suggested considering rezoning UNE's proposed open space areas as Open Space Preservation (OS-P), for consistency with the City's Land Use Ordinance. UNE is committed to preserving these areas of campus, which are largely comprised of natural resources such as wetlands and streams. In line with Staff's suggestion, UNE is proposing to rezone three areas of campus as OS-P. These areas are shown on Figures 1.4 and 6.4 in the IDP. These areas make up approximately 14% of the campus' total area, reflecting UNE's commitment to protecting the environment and providing ample open space areas on their campus.

Ongoing Community Engagement

UNE and City Staff have had discussions regarding the requirements for ongoing community engagement, as described in Section I, Neighborhood Integration, of the draft Regulatory Framework. UNE has a history of consistent outreach to its neighbors and is committed to continuing that engagement. To reflect this commitment, UNE will conduct annual



neighborhood outreach through neighborhood meetings, to be hosted on campus. Neighbors within 500' of the campus will receive notices ahead of the meeting, and UNE will provide a record of participants, content, and feedback to the City, as required in Section 13.5.5.C of the City's Land Use Code.

Height Map

During the second Planning Board Workshop, Members of the Planning Board and public shared suggestions on further revisions to the proposed Open Space and Maximum Height Map, which is a figure included in both the IDP and Regulatory Framework. Suggestions included providing additional transition zones between the proposed housing site and the Mayfield Street neighborhood and providing open space areas adjacent to Evergreen Cemetery. In consideration of the feedback related to the maximum heights near Mayfield Street, the Open Space and Maximum Height Map has been revised to reflect an additional transition zone with a maximum height of 50' adjacent to the proposed housing site. This transition zone is in addition to the 50' wide no build area adjacent to the Mayfield Street neighborhood, which is proposed to be rezoned as OS-P.

UNE has considered the feedback received suggesting additional open space area be provided adjacent to Evergreen Cemetery. There is an area of approximately 4.6 acres of OS-P that is proposed adjacent to Evergreen Cemetery. The remaining area of campus immediately adjacent to the cemetery has been previously developed with an access roadway that provides connectivity between the core campus and the Bishop Street intermodal facility. A 25' wide transition zone with maximum height of 50' is provided on the campus adjacent to Evergreen Cemetery, which exceeds the typical minimum 15' setback required in the B-2 zone for areas adjacent to Open Space Recreation (OS-R) areas (as Evergreen Cemetery is zoned).

If you have any questions or require additional information, please do not hesitate to contact me at (207) 558-3707 or csuhr@woodardcurran.com. We look forward to continuing to collaborate with the City as we work through the IOZ process.

Sincerely,

Woodard & Curran, Inc.

A handwritten signature in black ink that reads "Caitlin Suhr".

Caitlin Suhr, PE
Project Manager

cc: Alan Thibeault, University of New England
Mary Costigan, Bernstein Shur
Diane Morabito, Sewall Infrastructure

Attachments: Institutional Development Plan (IDP) Response To Comments Table

Worksheet(s) Table Legend:

Provided on Page # = Requirement Met

Partially Provided on Page # = Requirement Not Fully Satisfied

Not Provided = Requirement Not Satisfied

1. ATTACHMENT 1: INSTITUTIONAL DEVELOPMENT PLAN (IDP): RESPONSE TO COMMENTS

Institutional Development Plan (IDP): Content			
Land Use Code, Section 8.5.4.C			
Category, Sub-category, requirement and Sub-requirement	Location, IDP Page #	Review Comments: Overview & Updates Requested	Comment Response Provided by Applicant
1. Context Information <i>a. The institution's adopted mission, vision or purpose statement</i>	Pages 4-5	As stated and provided for on pages 4-5, UNE is guided by its Mission, Vision, and Core Values, as well as its own strategic plan ("Our World, Our Future").	This requirement has been met.
1. Context Information <i>b. A summary of relevant baseline data on the institution, including;</i> <i>i. A neighborhood context plan</i>	Pages 11-12, Figure 1.1	The UNE's approximately 72-acre campus is bounded by Warren Ave., Bishop St. Extension, and Bishop St. to the north; Stevens Ave. to the east; and, Evergreen Cemetery and CMP's Utility Corridor to the south, as depicted in provided Figure 1.1.	This requirement has been met.
1. Context Information <i>b. A summary of relevant baseline data on the institution, including;</i> <i>ii. An inventory of current programs and services.</i>	Page 7-9	The UNE Portland campus houses three academic colleges: the Westbrook College of Health Professions (WCHP), the College of Dental Medicine, and the College of Graduate and Professional Studies. In addition, UNE operates two health clinics on campus: the Oral Health Center and the Dental Hygiene Center, as well as UNE North, the Center for Global Humanities, and cultural institutions that include the Maine Women Writers Collection and the UNE Art Gallery.	This requirement has been met.

1. Context Information b. A summary of relevant baseline data on the institution, including; iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.	Page 21, Table 1.3	Table 1.3 titled "FTE Student, Faculty, and Professional Staff Data", includes population data from 2016–2023 for student, faculty and professional staff, campus population, and patient visits. Note, UNE does not keep track of general campus visitors.	This requirement has been met.
1. Context Information b. A summary of relevant baseline data on the institution, including; iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).	Page 20, Table 1.2	Table 1.2 titled "UNE Owned Properties in the City of Portland", documents UNE's total of 17 parcels, the majority of which are contiguous in the campus core, while several are outparcels. An additional section speaks to the functional land use links between off-campus properties (outparcels) and the main campus.	This requirement has been met.
1. Context Information b. A summary of relevant baseline data on the institution, including; v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.	Page 16, Figure 1.5 Pgs. 17-19, Table 1.1	The UNE campus map is provided on page 16 as Figure 1.5, depicting the 25 distinct facilities and 11 parking areas, with an inset map centered around the Campus Quad. A campus facilities table has been provided detailing each facility, their location, name, total floor area, building height, and use. Further, the table includes each parking facility, a lot description, total parking area, total number of spaces including those ADA and EV charging compliant.	This requirement has been met.

1. Context Information c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including: i. A summary of existing resources, such as historic, open space, and natural resources.	Pages 22-23	UNE's campus is the site of the Westbrook College Historic District, which includes six buildings built between 1834 and 1952. Further, existing open space and natural resources are summarized, and include notation of the Portland Trails Forest City Trail connection and the Capisic Brook watershed area.	This requirement has been met.
1. Context Information c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including: ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization	Page 41-53, Table 3.5 & 3.6, Page 50, Figure 3.6	Table 3.5 titled "UNE Portland Campus - Parking Spaces" details the currently 11 parking lots located on campus, plus the on-street parking along two principal campus roadways, which amounts to 882 spaces total, plus the 182 permitted spaces presently at the COM building. Table 3.6 details parking occupancy at the UNE Portland campus data and assumptions from 2015-2033. The chapter concludes with three main parking goals for the campus.	This requirement has been met.
1. Context Information c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including: iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.	Page 24	Existing stormwater management systems utilize on-site infiltration systems, with secondary use of conveyance to the Stevens Ave. and Bishop St. CSO. Existing wastewater infrastructure for the campus is discharged to a CSO in College St. and Stevens Ave. Other public utilities include: PWD, CMP, and Unital.	This requirement has been met.

1. Context Information c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including: iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.	Page 24-27	A breakdown of the City's Comprehensive Plan, with tie in to the eight policy guide topics as they relate to UNE's work is provided with excerpts from Portland's Plan that UNE works to promote and advance are underscored and include the: environment, economy, historic resources, and housing. Additional studies also referenced are: One Climate Future, the Smart Corridor Plan, and the Forest Avenue Redesign Project.	This requirement has been met.
1. Context Information d. A summary of public involvement in the development of the IDP, including major areas of public concern.	Pages 27-28	UNE has worked to involve the public in the creation of the IDP during the IOZ submission process, this includes holding two required neighborhood meetings, which took place on June 13, 2024 and October 30, 2024, as well as the necessary Planning Board and City Council meetings during the adoption of the IOZ.	This requirement has been met.
2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future institutional growth and change, with: i. A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).	Page 31, Table 2.2	Table 2.2 titled "Projected Growth of FTE Student, Faculty, and Professional Staff, and Patient Visits" provides a snapshot of data assumptions for the years of 2025, 2028, and 2033. Note, UNE does not keep track of general campus visitors.	This requirement has been met.

2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future institutional growth and change, with: ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.	Pages 32-34	UNE identifies five categories for key current and future institutional needs: campus reorganization, new building and renovation, educational/pedagogy improvements, campus infrastructure, and housing.	This requirement has been met.
2. Assessment of future institutional growth and change, including: a. A description of institutional needs and areas of future institutional growth and change, with: iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.	Pages 34-35, Table 2.3	A development plan is shown in Table 2.3, titled "10 +- Year Development Program", which identifies three core priority timelines: the short-term (0-5 years), medium-term (5-10 years), and long-term (10+ years).	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support	Page 24, Pages 51-53	The context section notes: "A campus parking analysis, based upon the historical count data, projects a maximum occupancy rate per university population to be at 0.39 from 2025 to 2033. This rate is similar to the Institute of Transportation Engineers (ITE) 85th percentile parking rate." Further,	This requirement has been met.

<i>the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.</i>		provided within the Transportation Plan section, UNE includes a parking analysis based upon the historical parking counts.	
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.</i>	Page 36-37, Tables 3.2 & 3.3	Table 3.2 titled "Trip Generation Analysis" provides a snap shot of vehicular usage projections for the student population in the years 2025, 2028, and 2033.	This requirement has been met.
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the</i>	Pages 45-53, Figure 3.6	UNE's original TDM plan was created in 2010, and is routinely updated, most recently in April 2022. Strategies that emerged from the plan include: education and promotion, carpooling & ridesharing, transit service, incentives, EV	This requirement has been met.

<i>identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>i. Transportation and access, with:</i> <i>c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.</i>		charging infrastructure, bicycle infrastructure, and pedestrian & bicycle access. Figure 3.6 titled "Core Campus Bicycle and Pedestrian Connectivity", shows the primary campus sidewalks, bike facilities, and off-site connections. UNE notes, opportunities to expand this network (as visualized in Fig. 3.6), and to increase these alternative commuting modes, will continue to be explored. Details regarding the Traffic Movement Permit (TMP) have also been included in this section.	
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>ii. Environment, with:</i> <i>a) An analysis of potential cumulative impacts on natural resources and open spaces.</i>	Page 61 Page 80, Figure 6.4	Provided under the 'Proposed Future Development and the Environment' section, UNE details their commitment to preserving 10± acres on campus as dedicated open space, which is also depicted in Figure 6.4 titled "Proposed Open Space and Maximum Height Map". Staff suggests an additional table be added to this section, breaking down the acreage on campus, and providing the dedicated open space calculations.	Table 4.1 has been added to this section summarizing the total campus area and dedicated open space area calculations. Language has also been added to this section to note UNE's commitment to rezoning the three open space areas as Open Space Preservation (OS-P).

<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>ii. Environment, with:</i> <i>b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.</i>	Pages 67-70	UNE's operational sustainability is detailed within the categories of energy conservation, waste management practices, biomedical waste best practices, sustainable landscaping, and noise generation.	This requirement has been met.
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>ii. Environment, with:</i> <i>c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation</i>	Page 66, Figure 4.8	Figure 4.8 titled "Natural Resources and Campus Master Plan" shows proposed campus improvements in locations aimed to mitigate impact to natural resources.	This requirement has been met.

2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iii. Infrastructure, with: a) An analysis of projected public utility demand and the capacity of associated infrastructure.	Pages 72-73	Utility demand and capacity are detailed through the lens of the various providers: water services supplied by PWD, electricity supplied by CMP, telephone & data services by Consolidated Communications and Spectrum, natural gas and heating fuels supplied by Unitil, and existing wastewater infrastructure	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iii. Infrastructure, with: b) An analysis of projected public safety needs and projected impacts to the capacity of these services.	Page 74	UNE has security officers who provide 24/7 patrol and dispatch coverage of the campus, in addition, an emergency notification service (Rave Mobile Safety), provides faculty, staff, and students with timely updates during emergencies, speaking to the capacity of public safety as the campus grows.	This requirement has been met.
2. Assessment of future institutional growth and change, including:	Pages 71-74, Figure 5.1	Figure 5.1 titled "Existing Stormwater Infrastructure and Campus Master Plan" illustrates existing City sanitary sewer and	This requirement has been met.

<i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>iii. Infrastructure, with:</i> <i>c) An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.</i>		stormwater infrastructure surrounding and within the campus, as well, future stormwater run-off flows are detailed. At the conclusion of this chapter, a set of guidelines to support sustainable growth was added.	
<i>2. Assessment of future institutional growth and change, including:</i> <i>b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:</i> <i>iv. Design, with:</i> <i>a) An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.</i>	Pages 65-72, Figures 6.1, 6.2, 6.3, & 6.4	The City wants to ensure UNE is adequately addressing potential impacts to the surrounding parcels, including: Evergreen Cemetery, the isolated parcels within the Campus, and properties on Mayfield Street. Figure 6.1 was updated to include spot elevations on campus current and future buildings, in order to better delineate height. Further, Figure 6.3 was updated to provide a 3D view from Mayfield Street towards proposed student housing building (west). With regard to the future development of the Gulliver's Field site, UNE notes they are evaluating alternatives for building footprints and parking configurations within the general area depicted on the Campus Master Plan (Figure 2.1, P. 33). The general area for development will be within the existing	This requirement has been met.

		Gulliver's Field site, however final design will be developed in the future and reviewed as part of site plan application	
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iv. Design, with: b) An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.	Page 79-81, Figure 6.4	Figure 6.4 titled "Proposed Open Space and Maximum Height Map" depicts open space (i.e. "no build" areas), as well, a 25-ft-wide transition zone around the interior perimeter of the contiguous campus, with a maximum height in that transition zone of 50-ft. UNE indicates the design rationale of which is to provide a stepback of building heights from the campus edges and adjacent properties, with the intent to focus densification and greater building heights internal to the campus. Further, the open space areas added to the plan will provide added buffering of neighboring properties, and will preserve existing wetland and open space areas, including along Capisic Brook and adjacent to the Mayfield Street neighborhood.	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set	Page 81	UNE's Campus Safety and Security Department monitors through in-person patrols and CCTV cameras and provides response 24/7, which contribute to low crime statistics on campus.	This requirement has been met.

out in the regulatory framework, including: iv. Design, with: c) An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: iv. Design, with: d) A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.	Pages 79-84, Figure 6.4	Figure 6.4 titled “Proposed Open Space and Maximum Height Map” was revised to include open space (i.e., “no build”, areas). The open space areas added to the plan provide further buffering of neighboring properties, and will preserve existing wetland and open space areas, such as along Capisic Brook and adjacent to the Mayfield Street neighborhood, and Evergreen Cemetery. UNE notes, the proposed maximum height areas have been selected to facilitate future development in portions of the campus that will not impact natural resources and will enhance campus engagement and safety.	This requirement has been met.

2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: a) A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.	Pages 85-86	UNE outlines four steps in their effort to provide ongoing community engagement, which include: -Developing a comprehensive CMP -Providing monthly project updates for all current/active projects -Creating a dedicated email address to allow neighbors to forward questions, concerns, and feedback -Attendance as local community neighborhood association meetings	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: b) A property management framework that identifies the	Page 86	UNE directly oversees the maintenance and care of its facilities; it does not inspect or approve any off-campus housing.	This requirement has been met.

<i>institution's process for handling operational property issues with neighbors.</i>			
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: c) Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.	Page 86	UNE has established strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods, including alerting abutting properties of the transition of ownership and providing the appropriate contact information.	This requirement has been met.
2. Assessment of future institutional growth and change, including: b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including: v. Neighborhood engagement, with: d) A set of construction management principles to apply to all institutional construction, that	Pages 91-93, + Attachment A	UNE has identified construction management principles that will be implemented to minimize impacts to its surrounding neighborhoods from noise, vibrations, ground movement, truck traffic, dust control and other construction related factors.	This requirement has been met.

<i>represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear communication strategy is in place in advance of construction.</i>			
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8.2.4 Review process

Any project within the Fort Sumner Park Overlay shall go before the Parks Commission for a recommendation to the Planning Board regarding potential impacts on Fort Sumner Park.

8.3 INSTITUTIONAL OVERLAY (IOZ)

8.3.1 Purpose

The Institutional Overlay Zone (IOZ) provides a regulatory tool available to the city's major medical and higher education campuses where an alternative regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- A.** Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and to sustain that role, these institutions need flexibility to change and grow.
- B.** Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level.
- C.** Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions.
- D.** Support the formation and continuation of mutually beneficial public-private cooperation.
- E.** Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods.
- F.** Reflect Comprehensive Plan and other policy

objectives.

- G.** Provide a regulatory tool for Portland's major institutions that includes the flexibility required to balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

8.3.2 Location and applicability

The city's major medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. Use of an Institutional Overlay Zone is encouraged for these institutions, particularly where proposed future development may be inconsistent with current base zoning.

8.3.3 Establishment

A. Application for an Institutional Overlay Zone.

Where an eligible institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

- 1.** An Institutional Development Plan (IDP) in accordance with Subsection 8.3.4.
- 2.** A regulatory framework in accordance with Subsection 8.3.5. If adopted, this framework shall serve as the text and map amendment to the City's Land Use Code and zoning map.

- B. Required public involvement.** At least two neighborhood meetings shall be required to establish designation as an IOZ. The first shall be held prior to the formal submission of a zone change application, and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and should solicit feedback to inform the Institutional Development Plan (IDP) and regulatory framework proposed. Meetings shall be held in

a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates, and shall maintain written records of the meetings.

- C. Required scoping meeting.** The eligible institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and regulatory framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and regulatory framework will vary in detail and focus depending on the eligible institution and its context. The content requirements in Subsections 8.3.4 and 8.3.5 and the recorded comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the eligible institution.
- D. Reviewing authority.** The Planning Board shall review the zone change application, including the IDP and regulatory framework. At least one public workshop and a public hearing before the Planning Board are required. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying regulatory framework as an amendment to the City's Code of Ordinances.
- E. Future institutional development.** All new development shall be compliant with the established IOZ and accompanying regulatory

framework. It shall also be consistent with the IDP, consistent with the Comprehensive Plan, and shall meet applicable site plan standards, unless such standards are superseded by the regulatory framework. Any development proposed by an eligible institution outside the established IOZ boundary shall be reviewed under the standards of the applicable zone, unless such development is proposed in a residential zone and is functionally related to the operations within the IOZ, in which case it shall be addressed by the IDP and require an amendment to the IDP as applicable.

8.3.4 Institutional Development Plan (IDP)

- A. Purpose.** Any use conducted by an eligible institution and any construction by an eligible institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this section. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services, and to measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed regulatory framework and informs subsequent site plan review(s).
- B. Planning horizon.** An IDP shall provide the City and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the eligible institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more). However, the specific planning horizons for each institution will be determined as part of



the IDP approval process.

- C. Content.** The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required scoping meeting:

- 1.** Context information, including:
 - a.** The institution's adopted mission, vision, or purpose statement.
 - b.** A summary of relevant baseline data on the institution, including:
 - i.** A neighborhood context plan.
 - ii.** An inventory of current programs and services.
 - iii.** A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time.
 - iv.** An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking).
 - v.** An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.
- c.** A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:

- i.** A summary of existing resources, such as historic, open space, and natural resources.
 - ii.** A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization.
 - iii.** A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues.
 - iv.** Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
 - d.** A summary of public involvement in the development of the IDP, including major areas of public concern.
- 2.** Assessment of future institutional growth and change, including:
- a.** A description of institutional needs and areas of future institutional growth and change, with:
 - i.** A projected census of users (e.g., enrollment /employment/patient/ visitor figures and anticipated variations over time).
 - ii.** Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus.

- iii. A development plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
- b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the regulatory framework, including:
 - i. Transportation and access, with:
 - a) An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan.
 - b) An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety.
 - c) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.
 - ii. Environment, with:
 - a) An analysis of potential cumulative impacts on natural resources and open spaces.
 - b) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant.
 - c) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.
 - iii. Infrastructure, with:
 - a) An analysis of projected public utility demand and the capacity of associated infrastructure.
 - b) An analysis of projected public safety needs and projected impacts to the capacity of these services.
 - c) An infrastructure plan, representing the synthesis

of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design, with:

- a)** An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources.
- b)** An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context.
- c)** An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development.
- d)** A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to

the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood engagement, with:

- a)** A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability.
- b)** A property management framework that identifies the institution's process for handling operational property issues with neighbors.
- c)** Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods.
- d)** A set of construction management principles to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear

communication strategy is in place in advance of construction.

D. Standards of review. The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board.
2. Reflect the issues/topics identified in the required public process.
3. Demonstrate consistency with the City's Comprehensive Plan and the purpose of this ordinance.
4. Demonstrate how the property ownership, proposed growth, and requested regulatory framework relate to the institution's mission.
5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands.
6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated.
8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated.
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric.
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local

amenities.

11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure.
12. Conform with the standards of Article 16 for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. ~~When proposed adjacent to or within 100 feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character defining elements of the landmark or portion of the district in the immediate vicinity.~~
13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

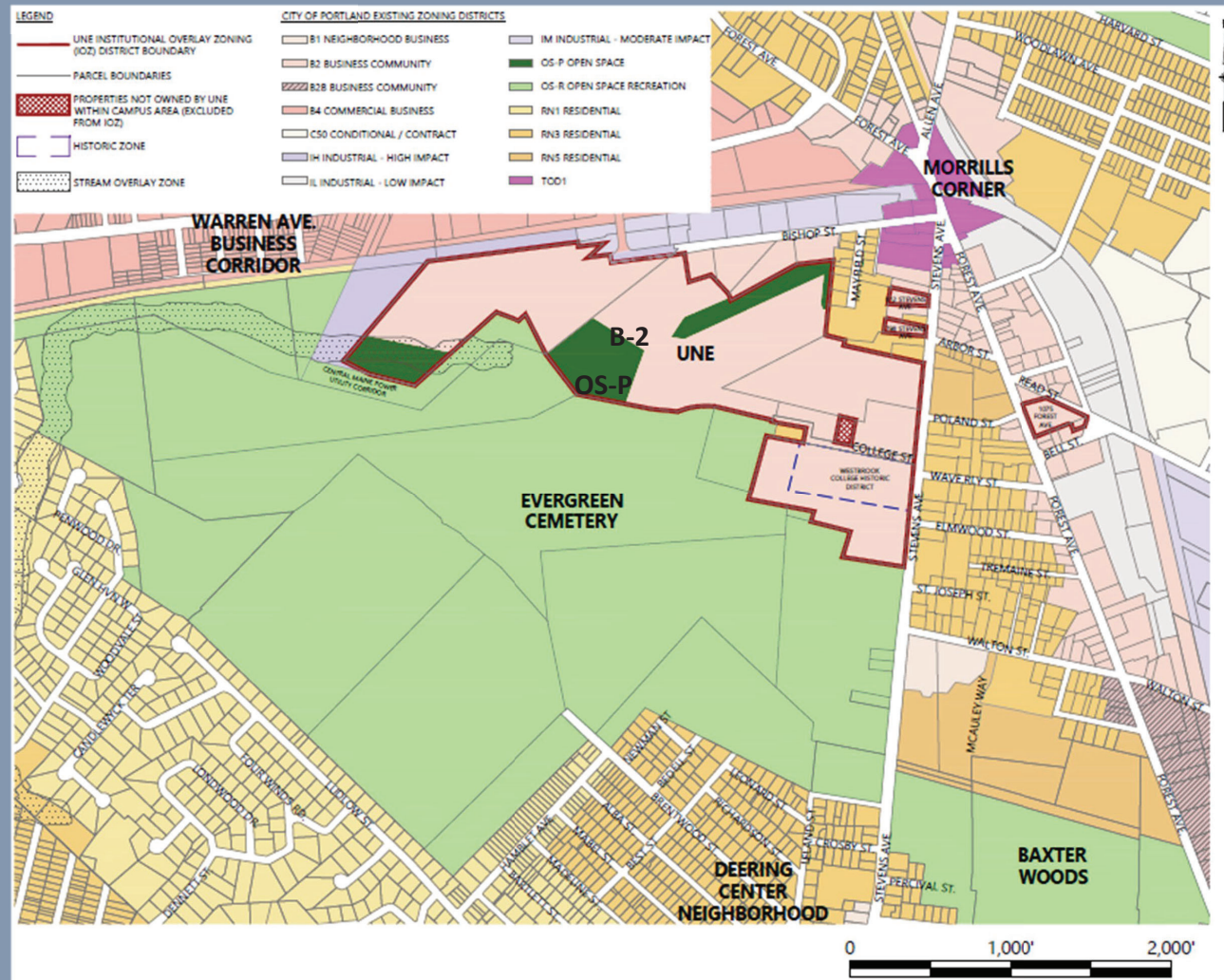
E. Approval. Upon finding that an eligible institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

F. Monitoring. The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments.

G. Amendments. An approved IDP shall guide campus development unless and until amended. If at any time the eligible institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply

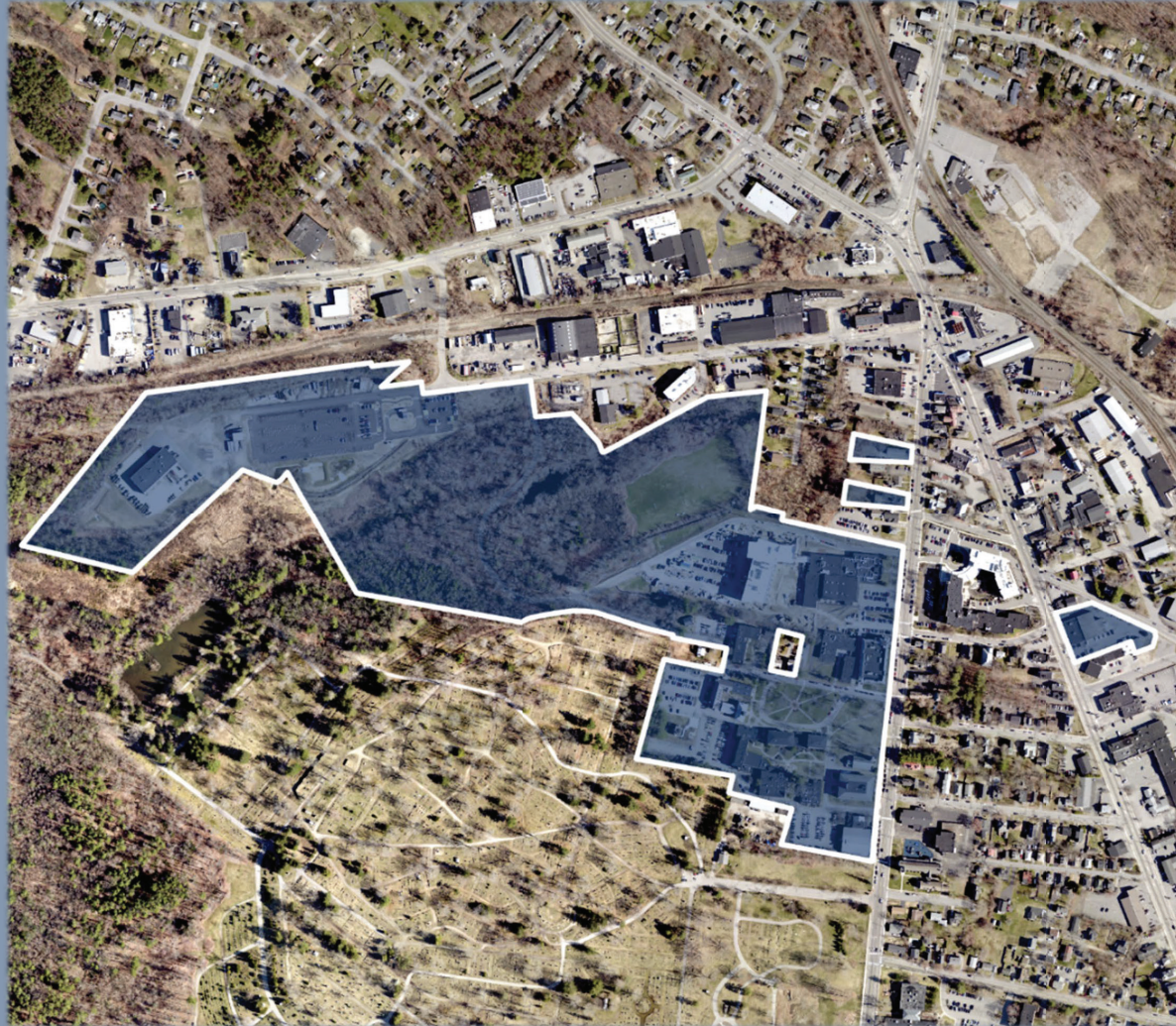
Proposed Zoning Map

Attachment B



Proposed UNE IOZ Boundary

Attachment C



identified in the Institutional Development Plan for review and approval by the Planning Authority.

J. Historic preservation

1. *Historic preservation review.* The B&M Cannery Building has been designated as a local historic landmark. The area of designation includes the B&M Cannery Building, as well as the area of the former Codfish Building and pier. The Historic Preservation Board's review of activity within the site of the former Codfish Building and pier is limited to review of any activity that would require a Certificate of Appropriateness that is proposed on a newly constructed pier. A Certificate of Appropriateness will not be required for the demolition of the Codfish Building or construction of a new pier and related infrastructure, including future alterations to the pier structure.
2. *Required interpretive elements.* Northeastern University shall include interpretive element(s) on top of or within the surface of the new pier that convey the history and significance of the Codfish Building. Prior to construction of said elements, the University shall submit the proposal to the Historic Preservation Board for its review and approval. The interpretive elements shall be designed in a manner that does not interfere with the use and functionality of the pier as a marine passenger facility and for water access by the Roux Institute and the public.
3. *100-foot review exemption.* The B&M Cannery Building is exempt from Subsection 13.6.4(E)(2) for review of

development within 100 feet of a landmark.

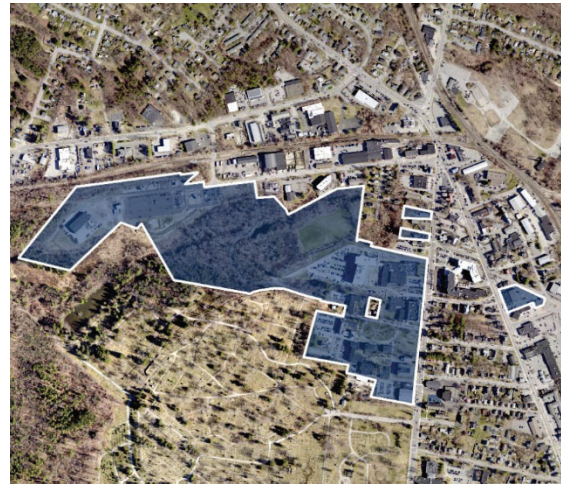


FIGURE 8-H: UNE IOZ BOUNDARY

8.3.8 The University of New England Overlay Zone Regulatory Framework

A. Applicability. The regulatory framework shall apply only to development proposed by the University of New England (UNE) within the boundary of the Institutional Overlay Zone (IOZ) and to which UNE holds right, title, or interest. Properties in the UNE IOZ shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by the regulatory framework. The UNE IOZ shall have the boundaries depicted in Figure 8-H.

B. Phasing and monitoring

1. UNE shall file monitoring reports every five years with the Planning Authority. Monitoring reports shall ensure that data in the IDP is current and provide a summary of progress on IDP implementation, including details of

acquisitions and divestments since the date of IDP approval.

2. Interim conditions shall be designed for a pleasant pedestrian experience through planting, lighting, wayfinding, graphics, artwork, or ornamental fencing to provide screening, buffers, and enhancement. Interim areas of the site which are not actively used for parking or construction staging will be appropriately left in a natural state, landscaped or accommodate gathering on lawns or other aesthetically hardened spaces.

C. Uses. In addition to the uses permitted in the underlying zone, laboratory and research facilities and off-street parking shall also be permitted as a matter of right within the IOZ.

D. Dimensional requirements

1. For the purposes of this IOZ, “lot” is defined as the contiguous lots under UNE ownership, including land separated by a

public or private right-of-way. The “lot” boundary is shown in Figure 8-H.

2. Side and rear setbacks shall not be required between buildings on contiguous lots owned by UNE on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.
3. Maximum building heights for new principal buildings in the IOZ shall be governed by the maximum building heights map in Figure 8-I.

E. Transportation

1. *Transportation demand management (TDM).* At the time of the first site plan review following IDP approval, UNE shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan may be

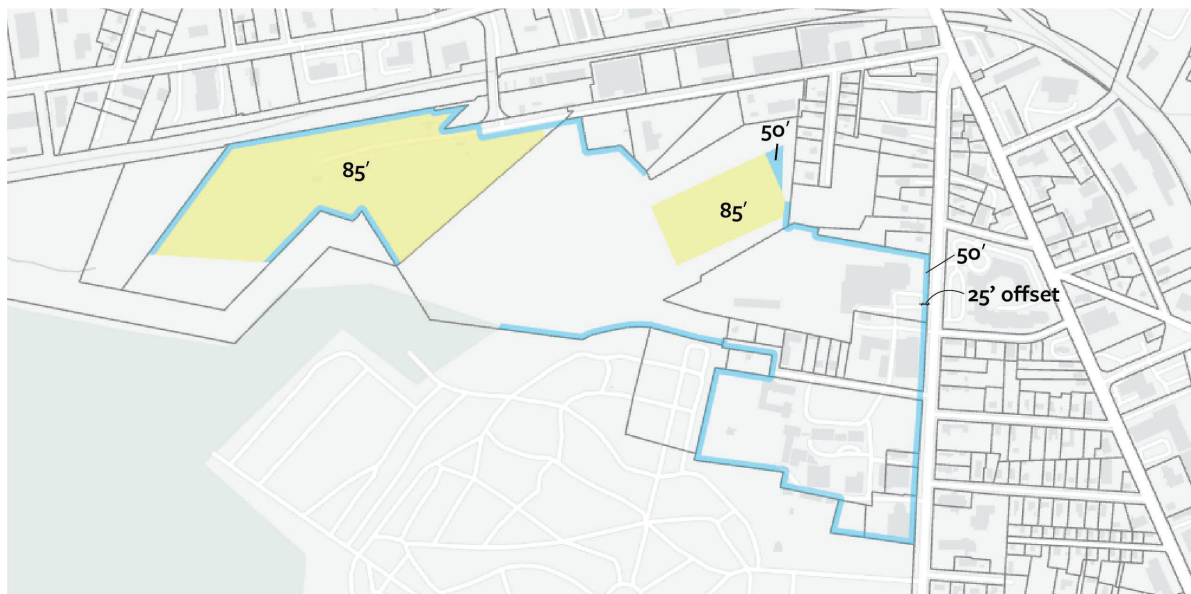


FIGURE 8-I: MAXIMUM BUILDING HEIGHTS



OVERLAY ZONES

phased into short-, mid-, and long-term actions to allow for progressive implementation over time.

2. **Parking.** Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wise analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievement and data contained in the TDM Plan.

F. Environment. All new buildings and parking facilities proposed by UNE shall integrate with the surrounding context to allow connectivity amongst open space, pedestrian networks, and the Evergreen Cemetery, and to protect the critical natural resources associated with the Capisic Brook watershed. The Planning Board may approve a reduction of the setback requirement for a new building to the least amount necessary to achieve the goals of the development and minimize overall impacts, provided that the setback is not reduced to less than 40 feet.

G. Mitigation measures

1. Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
2. Impacts to natural resources shall be mitigated in accordance with local, state, and federal permitting standards in effect at the time.

H. Design

1. All new development shall be designed to create a cohesive campus character.
2. New buildings shall be designed with building entrance(s) and principle facades oriented towards existing campus buildings, open space, streets, and pedestrian pathways.
3. New buildings will minimize visual impact of service areas, loading docks, and utility structures.
4. All new development shall provide a variety of open spaces that are integrated into the existing campus.
5. All new development shall provide adequate lighting for clear visibility at streets, pedestrian pathways, building entries, and parking areas. All lighting shall be compliant with UNE's lighting plan, which is included in the IDP.
6. All signage shall be compliant with UNE's signage design standards, which are included in the IDP.

I. Neighborhood integration

1. For the purposed of keeping surrounding residential areas appraised of its future development plans, and to address any neighborhood issues related to the operations of the UNE campus, UNE shall adhere to the ongoing neighborhood engagement principles identified in the IDP.
2. Ongoing community engagement shall be conducted, including the continuation of posting project update's on UNE's Campus Planning web page and the creation of a dedicated email address for neighbor

communications with UNE's Planning Department.

3. UNE shall conduct annual neighborhood outreach through neighborhood meeting(s), to be hosted on campus, and shall provide the Planning Authority with a copy of the neighborhood notice and a record of participants, content, and feedback as described in Section 13.5.5(C).
4. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.

8.4 ISLAND TRANSFER STATION OVERLAY

8.4.1 Purpose

The purpose of the Island Transfer Station Overlay Zone is to establish a location for a transfer station for municipal solid waste and municipal public works activities. This zone shall be established through a conditional rezoning process in order to ensure the imposition of appropriate conditions for the protection of neighboring properties.

8.4.2 Permitted uses

- A. Municipal solid waste facilities, including compactors and storage bins, provided that the compactor shall be located within a fully enclosed structure.
- B. Recycling facilities, provided that all recycling areas shall be buffered and screened from neighboring properties.
- C. Municipal garages, material storage, and parking for vehicles.
- D. Maintenance of municipal vehicles and equipment.
- E. Minor wind energy systems co-located with public industrial or utility facilities, subject to

the applicable standards within Article 6.

8.4.3 Conditions

Requirements for setbacks and any operational limitations shall be established as part of the conditional rezoning process.

8.5 PEDESTRIAN ACTIVITIES DISTRICT (PAD) OVERLAY

8.5.1 Purpose and applicability

The purpose of the Pedestrian Activities District (PAD) Overlay is to ensure that key areas within the City, as identified on the PAD Overlay Zone map (Figure 8-HJ), are maintained as active, walkable, pedestrian-oriented activity centers. As such, the overlay requires that street-level frontages within those areas identified on the PAD Overlay Zone map should be occupied with active uses as identified in this section.

8.5.2 Use restrictions

- A. Within the PAD Overlay Zone, a minimum of 75% of the street level frontage, measured as a percentage of total building length excluding areas of vehicular and pedestrian egress, and any mechanical or electrical equipment rooms servicing the building, shall consist of the uses specified below. Such uses shall occupy a minimum of 40 feet in depth, measured from the street facing façade of the building.
 1. Bars
 2. Cultural facilities
 3. General services
 4. Governmental uses
 5. Hotels
 6. Low-impact industrial, provided that only retail sales of products produced on site, or eating and drinking areas shall be

**PLANNING BOARD REPORT
TO CITY COUNCIL
PORTLAND, MAINE**

684 Stevens Avenue
Institutional Overlay Zone, Zone Map and Text
Amendment
Application #: ZN-003059-2024
Applicant: University of New England



Submitted to:	Mayor Dion & the City Council	From:	Portland Planning Board
1st Read Date:	April 28, 2025	Date:	April 22, 2025
2nd Read Date:	May 5, 2025 (public hearing)		

I. INTRODUCTION

Following an in-depth review that began in August 2024, including two Planning Board workshops that welcomed both written and verbal public comment, the Planning Board held a public hearing on February 25, 2025, and unanimously voted (5-0; Mazer recused, Silk absent) to recommend that the City Council adopt the following:

- a. Amend the text of Article 8 to remove reference to the 100-foot advisory review by Historic Preservation staff (Attachment A).
- b. Amend the zoning map to rezone the UNE campus from RN-1 and RN-3 Residential, and I-M and I-H Industrial zones to B-2 Community Business and OS-P Open Space Preservation (Attachment B).
- c. Amend the zoning map to establish the UNE Institutional Overlay Zone boundary (Attachment C).
- d. Amend the text of Article 8 of the Land Use Code to establish a regulatory framework outlining specific zoning requirements that would regulate future development by UNE within the IOZ boundaries (Attachment D).

These amendments would result in a uniform zoning designation across the UNE Portland campus, replacing the existing mix of residential (RN-1 and RN-3), commercial (B-2), and industrial (I-M and I-H) zones. The OS-P zone would apply to undeveloped areas along the Capisic Brook to ensure conservation of over 10 acres of natural resources that buffer the brook, which is currently classified as an urban-impaired stream.

The City's major medical and higher education institutions are eligible to apply for IOZ designation, which is encouraged when an institution's operations may not align with existing base zoning. The proposed zoning changes aim to support the campus's long-term evolution by providing flexibility for the development of academic facilities, student housing, and publicly accessible and conserved open space. The goal is to better serve students, faculty, staff, and visitors, while accommodating the diverse range of uses typical of a modern academic institution.

II. PLANNING BOARD REVIEW & DELIBERATION

The Planning Board held two workshops (November 12, 2024; January 28, 2025) and a public hearing to review the proposed zoning map and text amendments for the UNE Portland campus. Following its review, the Board

determined the proposal to be consistent with *Portland's Plan 2030*, the City's Comprehensive Plan. Board deliberations focused on several key topics, including proposed dimensional standards, the suitability of the B-2 zone as the campus's base zoning, and strategies for preserving critical open space. The applicant responded to the Board's inquiries throughout the process, leading to a unanimous recommendation for adoption at the February 25, 2025 hearing.

One area of focus was the proposed height map, particularly two areas on campus where allowable building heights would increase to 85 feet. The applicant explained that these higher-intensity areas were strategically located to minimize the campus's future development footprint, preserve sensitive environmental features, including areas within the Capisic Brook watershed, and allow for the growth of UNE in an urban setting without the need to expand into surrounding areas. The proposal prompted discussion regarding the proposed height increase near Mayfield Street, a lower-scale residential street adjacent to the campus. To mitigate perceived impacts from an increase in the height, the University initially proposed a 25-foot-wide transition zone with a 50-foot height limit. In response to neighborhood concerns, the transition zone was expanded to approximately 100 feet in select areas, and additional portions of the campus perimeter were rezoned to OS-P (Open Space Preservation) to further buffer adjacent properties and limit future development.

The University also committed early on in the review process to preserving significant portions of the campus's natural areas, particularly along the Capisic Brook. The Planning Board recommended that these conservation efforts be formalized through zoning or a conservation easement. In response, at the recommendation of Planning & Urban Development staff, the applicant proposed rezoning these areas of the campus to OS-P (Open Space Preservation). This existing City zoning district includes use and dimensional restrictions, ensuring long-term protection of these natural areas abutting an existing urban impaired stream.

Lastly, the Board evaluated the appropriateness of the B-2 zone as the campus's base zoning. While one Board member raised questions about the implications of this zone if the University were to vacate the campus, given B-2's allowance for commercial uses. City staff conducted a detailed analysis and the findings emphasized the zone's compatibility with surrounding land uses and its alignment with the University's long-term development vision. Staff also noted that, should the campus be redeveloped for a use other than UNE in the future, a more flexible zoning designation would be necessary, as much of the site would otherwise be difficult to redevelop and potentially rendered nonconforming.

III. THE PURPOSE AND COMPONENTS OF AN IOZ

Section 8.5.1 of the Land Use Code establishes the Institutional Overlay Zone (IOZ) as a regulatory tool available exclusively to Portland's major medical and higher education institutions. The IOZ provides a more consistent, predictable, and transparent framework for managing future growth of these larger institutions. It also encourages large institutions to proactively engage in long-range planning and to establish a more transparent process and dialogue with the surrounding neighborhoods. Maine Medical Center established the first IOZ in 2017, followed by the Roux Institute in 2022, making UNE the third institution to pursue this



Figure 1: Campus Map (Historic Core of UNE Portland Campus)

designation.

The Land Use Code requires the following three components as part of an Institutional Overlay Zone (IOZ) submission:

A. Institutional Development Plan (IDP): The IDP serves as a comprehensive planning document developed by the eligible institution to guide its short-, medium-, and long-term growth. It is intended to function as a standalone document that sets the vision for an institution, similar to a comprehensive plan, and is considered a foundational component of the IOZ. The IDP is reviewed and approved by the Planning Board and must meet the content and review standards outlined in Section 8.5.4, subsections C and D.

B. Regulatory Framework: This component establishes supplemental zoning and land use regulations tailored to the institution, informed directly by the IDP. It is designed to support orderly growth while managing off-site impacts. The Planning Board reviews and makes a recommendation on the framework, which must then be adopted by the City Council for inclusion in the Land Use Code.

C. IOZ Zoning Map: The zoning map defines the geographic boundaries of the institution's IOZ. It serves as an amendment to the City's official zoning map and, like the regulatory framework, must be adopted by the City Council following a recommendation by the Planning Board.

IV. BACKGROUND AND EXISTING CONDITIONS

The University of New England (UNE), Maine's largest private university, operates campuses in Portland, Biddeford, Tangier (Morocco), and online. This IOZ application pertains solely to the Portland campus, located on approximately 72 acres within the Deering Center neighborhood (see Figure 2). Originally founded as Westbrook Seminary in 1831, the campus now houses the College of Dental Medicine, Westbrook College of Health Professions, College of Graduate and Professional Studies, Innovation Hall, the Oral Health Center and Dental Hygiene Center clinics, the UNE Art Gallery, and the Maine Women Writers Collection.

The Portland campus includes 25 buildings, 11 off-street parking areas, significant forested and landscaped open space, and a central historic campus core. This core, located in the southeastern portion of the site, comprises the Westbrook College Historic District, a locally designated area with several historic academic buildings organized around a traditional campus quad.

The surrounding context includes Warren Avenue, Bishop Street Extension, and Bishop Street to the north; Stevens Avenue to the east; and Evergreen Cemetery and the Central Maine Power utility corridor to the south. Several privately-owned residential properties are located within the campus boundary along College Street (see Figure 1). UNE also owns three additional parcels near, but not contiguous with, the main campus at 1075 Forest Avenue, 798 Stevens Avenue, and 812 Stevens Avenue.

V. PROPOSED ZONING MAP AMENDMENT | B-2 AND OS-P

This application requests the rezoning of the UNE Portland campus from a mix of RN-1, RN-3, B-2, I-M, and I-H to a combination of B-2 Community Business and OS-P Open Space Preservation. The intent is to establish a more consistent and functional base zoning framework that reflects UNE's institutional use and long-term development goals, as outlined in their Institutional Development Plan (IDP).

The B-2 zone permits post-secondary schools by-right (see definition below), while this use is only conditionally permitted in the RN-3 zone and is not permitted at all in the other existing zones on campus, resulting in regulatory burden for UNE. Rezoning to B-2 would create a unified regulatory structure, supporting a more predictable review process for future development.

Post-Secondary School Definition:

A facility for postsecondary higher learning that grants associate or bachelor's degrees. The institution may also have research facilities and/or professional schools that grant master and doctoral degrees. Post-secondary schools may also include additional uses as part of the principal use, such as dormitories, cafeterias, restaurants, retail sales, indoor or outdoor recreational facilities, preschool facilities, and similar uses.

The purpose statement for the B-2 zone is provided below:

B-2 Purpose Statement

The purpose of the B-2 zone is: To provide locations for a mixture of commercial, service, and residential uses in a comfortable pedestrian environment that is easily accessible and well-connected to surrounding neighborhoods. Such a mixture may serve the daily needs of nearby residents within walking distance, as well as surrounding neighborhoods via multiple modes of transportation. The zone provides a broad range of goods and services with a mixture of large and small buildings, such as grocery stores, shops and services located in shopping centers and along arterial streets. The B-2 zone's multi-modal orientation accommodates all modes of transportation, and the standards of the zone require that development relate to surrounding neighborhoods by design, orientation, and circulation patterns. The zone encourages mixed- use development, and provides locations for moderate to high-density housing, including three-family, four- family, townhouse, and multi-family structures in urban neighborhoods along arterials.

Dimensional standards for the B-2 zone are outlined in Article 7, Table 7-C of the Land Use Code. The B-2 zone does not have a density requirement. The maximum building height is 75 feet, and there are no required building setbacks, except where a lot directly abuts a residential zone. In such cases, the required rear setback is 10 feet, the side setback is 5 feet, and a minimum of 10% of the lot must be maintained as landscaped open space.

The B-2 zone is a mixed-use district, with use standards outlined in Article 6, Table 6-C of the Land Use Code. Permitted uses include but are not limited to residential (single, two-family, three-family, four-family, and multi-family), institutional uses such as cultural facilities, child care centers, and post-secondary schools, as well as commercial uses including offices, restaurants, and retail establishments.

The applicant is also seeking to rezone natural areas on campus, particularly those along the Capisic Brook, to OS-P, Open Space Preservation. The OS-P zone is an established zoning designation with defined use and dimensional standards, and a purpose that aligns with the City's goals for preserving critical natural resource areas. The purpose statement for the OS-P zone is provided below:

OS-P Purpose Statement

The purpose of the OS-P zone is: To preserve and protect open space as a limited and valuable resource, and to further the City of Portland's goals related to climate adaptation and resiliency. The OS-P zone prioritizes preservation and protection of Portland's critical conservation and natural resource areas. Very limited development may be allowed for sustainable energy generation, passive recreation and educational purposes, but must be compatible with and cause little impact to these areas.

The OS-P zone restricts permitted uses to parks and open spaces, as well as waterfront facilities such as wharves, piers, docks, and landing ramps.

Surrounding Zoning Context

UNE's Portland campus is located just south of Morrill's Corner, where properties are predominantly zoned TOD-1 (Transit-Oriented Development), allowing a mix of uses and higher-intensity development to support public transit. The TOD-1 zone does not have a maximum density requirement and permits buildings with minimal setback requirements and a maximum building height of 85 feet. Southward along Stevens Avenue, the zoning transitions to B-2, accommodating a range of commercial, institutional, and residential uses, including several UNE-owned outparcels. North of the campus along Bishop Street, properties are zoned B-2 Community Business and include uses such as Huston Commons, a Housing First residence and the Portland Recovery Community Center. The B-2 zone does not have a maximum density requirement and permits buildings with minimal setback requirements and a maximum building height of 75 feet. The north side of Bishop Street is zoned I-M (Industrial – Moderate Impact) and is home to a mix of light industrial and commercial uses, including a dog daycare, veterinary clinic, and several larger warehouse buildings. The I-M zone permits buildings with a maximum building height of up to 75 feet.

Directly across from the UNE campus is a parcel zoned RN-5, home to Park Danforth, a seven-story, approximately 75-foot tall senior living facility. As one moves south toward Deering Center, the zoning along Stevens Avenue shifts to RN-3 and includes small- and mid-scale residential uses, St. Brigid School, St. Joseph's Catholic Church, and a childcare center. Further south, zoning transitions again to B-1 and RN-5 at the site of the former St. Joseph's Convent, now redeveloped into senior housing with commercial space. The west side of Stevens Avenue, adjacent to Evergreen Cemetery and areas along the Capisic Brook is zoned OS-R (Open Space – Recreation).

In evaluating the appropriateness of the B-2 zone, the Planning Board noted that it is generally more permissive than the existing RN-1 and RN-3 zones, which currently comprise most of UNE's campus, including the core upper campus. While the RN-3 zone allows post-secondary schools as a conditional use, its dimensional standards are intended for small-scale residential development and are not well-suited for larger institutional uses. For example, RN-3 limits building height to 35 feet and caps lot coverage for non-residential uses at 50%. In contrast, the B-2 zone permits building heights up to 75 feet and requires only 10% landscaped open space, allowing for more intensive development. From a use perspective, B-2 permits a wide range of residential, institutional, commercial, and light-industrial uses, as outlined in Table 6-C of the Land Use Code. These permitted uses align with those anticipated in UNE's Institutional Development Plan (IDP), including student housing, an athletic facility, and future academic buildings or expansions. From a density perspective, B-2 zoning is consistent with the surrounding context along Stevens Avenue, Bishop Street, and Morrill's Corner. These areas feature existing mixed-use zoning designations, including TOD-1, B-2, B-1, and I-M (Industrial). These zones are generally permissive in terms of use, allow for limited setback requirements, and support a range of maximum building heights—from 55 feet in the B-1 zone, to 75 feet in the B-2 and I-M zones, and up to 85 feet in the TOD-1 zone. Both Stevens Avenue and nearby Forest Avenue are identified as priority corridors in Portland's Comprehensive Plan—areas intended to support dense, mixed-use development with access to public transit. Additionally, Morrill's Corner and the UNE campus area are designated as priority nodes in the Plan—areas to be transformed and evaluated, respectively. The rezoning of the campus to B-2 and the establishment of the UNE IOZ align directly with the vision outlined in the Comprehensive Plan: to create centers of complete neighborhoods, characterized by dense, mixed-use development in walkable areas with strong transit access.

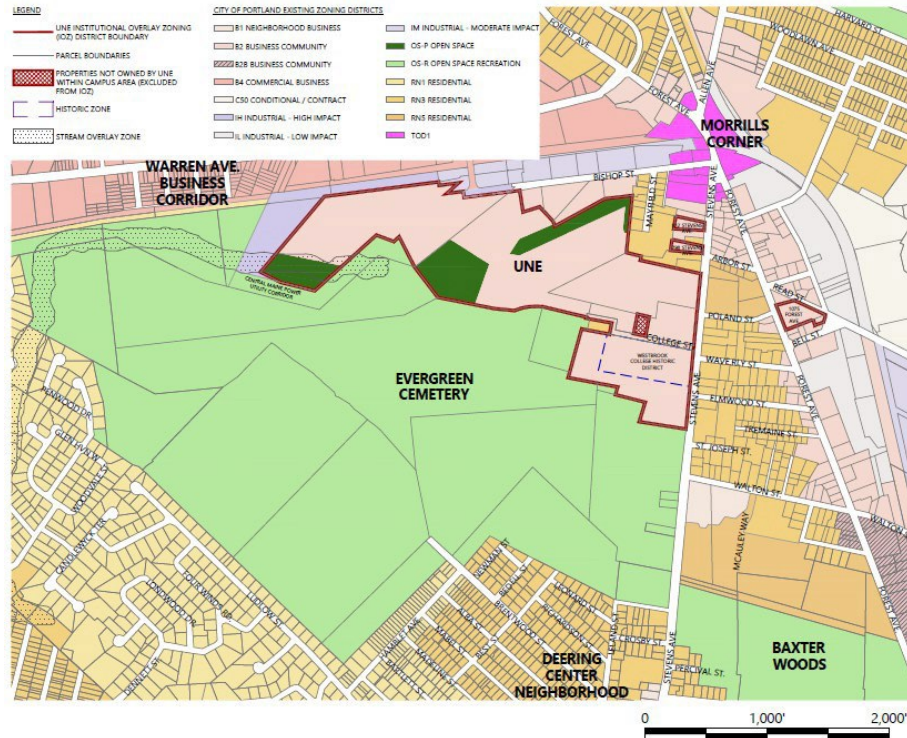


Figure 2: Proposed Zoning Map Amendment (Dark Green: OS-P zone) | Pink (B-2 zone)

VI. ZONING TEXT AMENDMENTS

A. Historic Preservation Advisory Review

City staff, in reviewing the proposed zoning text amendments to Article 8, identified language within Sec. 8.3.4.D, pertaining to the standards of review for an IDP. This text required that institutional development pursuing an IOZ and developing within 100 feet of a historic district or landmark, be designed to be generally compatible with the character defining elements of the district or landmark. This text mirrored historic preservation advisory review requirements for site plan applications, that were recently removed from Article 13 when the City Council adopted ReCode on November 4, 2024. The City is recommending that it be removed as detailed in Attachment A, to be consistent with the City's practice for site plan review.

B. Regulatory Framework

Stemming from the IDP, the proposed regulatory framework (zoning) works to codify the institutional use(s) and related activities in line with UNE's stated mission to: *prepare students to thrive in a rapidly changing world and, in so doing, to improve the health of people, communities, and our planet.* The regulatory framework would be inserted into the City's Land Use Code within Article 8, Sec. 8.3.8. Table 1 below was created to provide an overview of each content category, listing whether or not the required information has been provided, and an overview of content details. Further, Figure 3 below depicts the Maximum Building Heights map proposed with the UNE IOZ.

TABLE 1: Section 8.3.5.D, Required Content of the Regulatory Framework			
	Content Category	Provided	Overview

1.	Zoning boundary of the IOZ		Figure 6, shown below, identifies the zoning boundary clearly in the form of a map displaying the overlay zone, and a table, included within the IDP, lists all properties, identified by both CBL and address.
2.	Phasing and schedules		UNE shall file monitoring reports every five (5) years with the Planning Authority, and at the time of submission of future site plan applications, UNE shall identify any required updates to the IDP, to allow the document to remain current.
3.	Uses		In addition to those uses permitted within the B-2 and OS-P zones, the IOZ would also permit the following uses by right on the campus: • Laboratory and research facilities • Off-street parking
4.	Dimensional requirements		The proposed IOZ would supplement the dimensional restrictions of the underlying zones as follows: • Transition zones to extend twenty-five feet (25') from the lot boundary and, within transition zones, the maximum building height shall be fifty feet (50'), as depicted by the UNE IOZ Height Map, Figure 3. • Maximum building heights for new principal buildings in the IOZ shall be governed by the UNE IOZ Height Map, Figure 3.
5.	Transportation		TDM and parking requirements are highlighted in this section.
6.	Environment		This section establishes a framework for future development that prioritizes the interconnection of existing and proposed open spaces, and minimizing impacts to critical natural features, such as Capisic Brook. This standard would also establish a minimum stream setback requirement of 40 feet for any newly proposed buildings, which is more stringent than the City's typical requirement, which sets no exact limit.
7.	Mitigation measures		The regulatory framework identifies protocols for mitigation, where development on campus is anticipated to impact off-site public infrastructure, such as streets and or utilities, or where new development is anticipated to impact natural resources.
8.	Design		The Regulatory Framework provides five design standards for development, which establish requirements for building design and orientation, the provision of open space, site lighting and campus signage requirements.
9.	Neighborhood integration		This section details requirements for ongoing community engagement, which would include the creation and maintenance of a campus planning website, the designation of a community liaison, and the hosting of an annual neighborhood outreach event, noticed and held in accordance with the City's requirements for neighborhood outreach as required for major site plan applications, Sec. 13.5.5(C).
10.	Monitoring		As noted above under 2., the applicant will prepare and file monitoring reports with the City every five (5) years.

In order to adopt the proposed regulatory framework, the City Council must find that the contents of the regulatory framework satisfy the Regulatory Framework Standards of Review, listed in Sec. 8.3.5.E within the City of Portland Land Use Code. An overview of the Planning Board’s findings is listed below:

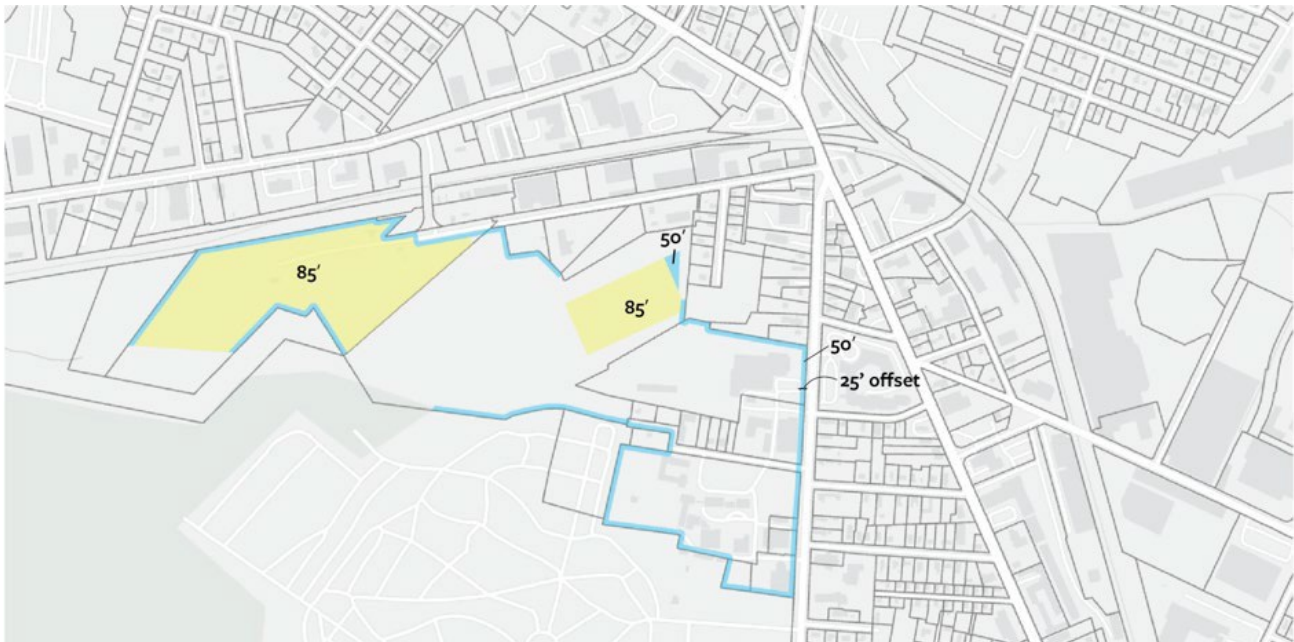


Figure 3: Proposed Height Map for UNE Regulatory Framework

1. *Be consistent with the Comprehensive Plan and the Institutional Development Plan.*

Finding: The drafted Regulatory Framework is consistent with both *Portland’s Plan 2030* and the drafted Institutional Development Plan. Throughout the formation of the proposed IOZ, City staff worked with the Applicant to revise the documents to not only include all required content, but also to strengthen the connection between the proposed land use regulations, and both *Portland’s Plan 2030* and the drafted IDP.

Specifically, Portland’s Plan 2030 emphasizes the importance of prioritizing sustainable land use and transportation policies that enhance connectivity, walkable neighborhoods, and multimodal transportation while protecting the city’s critical natural resources (pg. 19). It also emphasizes the need to balance continuity and change as Portland grows (pg. 27), and supporting sustainable growth in educational, medical, and cultural institutions, while fostering a strong workforce by attracting and retaining human capital (pg. 43). Additionally, the plan encourages contextually appropriate housing density near neighborhood centers, service hubs, and transit corridors to support complete neighborhoods (pg. 50). Specifically, the Comprehensive Plan acknowledges the need for the City to support the orderly expansion of institutional uses—including educational, cultural, and medical campuses—recognizing their essential role in workforce development, employment, and the broader regional economy. Based on the goals and objectives of the Comprehensive Plan, the Regulatory Framework aligns with the plan’s vision and will guide UNE’s future growth in a manner that reflects the shared priorities outlined in the plan.

2. *Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews.*

Finding: The submitted Regulatory Framework is a concise yet functional set of supplemental development regulations to help facilitate the build-out of UNE's Portland campus in alignment with the IDP while ensuring that the impacts associated with such development are satisfactorily considered and mitigated. The applicant has delineated the IOZ boundary and provided supplemental use and dimensional standards to complement and expand upon the underlying zoning regulations.

3. *Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement.*

Finding: Throughout the Planning Board's public review process, the University revised its IDP and the associated regulatory framework in response to feedback from the public, City staff and the Board. Notably, this includes the mapping of more than 10 acres of OS-P across the UNE Portland Campus, to preserve critical natural resources, and the extension of the building height transition zone adjacent to the contemplated residential development, proximate to the existing residential neighborhood along Mayfield Street. These revisions directly responded to feedback discussed throughout the review.

4. *Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications*

Finding: The Regulatory Framework has outlined specific design-related language that expands upon the IDP and that would apply to any future site plan and TDM Plan reviews submitted by UNE, working to create a cohesive campus and integrate with baseline characteristics.

VII. COMPREHENSIVE PLAN CONSISTENCY

Amendments to zoning require a determination of consistency with Portland's Comprehensive Plan, *Portland's Plan 2030*. The proposed zoning changes align with several key goals of the Plan, as outlined below. These elements were considered by the Planning Board in its recommendation to the City Council. The applicant also highlighted how the proposed amendments support the goals of *Portland's Plan 2030* in the Institutional Development Plan (Attachment E).

Environment

- *Develop climate resilience through carbon reduction goals, climate adaptation strategies, and protections for vulnerable infrastructure.*
- *Adopt sustainable land use and transportation policies supporting connectivity, walkability, and multi-modal transportation.*

Economy

- *Support job creation and business growth through public, private, and institutional partnerships.*
- *Modify ordinances and invest strategically to promote business development and job creation in priority areas.*
- *Integrate the growth of Portland's educational, medical, and cultural institutions into the urban fabric through high-quality design, impact management, community partnerships, and innovative planning.*

Housing

- *Encourage appropriate housing density near neighborhood centers, services, and transit nodes to support complete neighborhoods.*

Recreation & Open Space

- *Strengthen connections between open spaces.*
- *Provide well-designed, well-maintained, safe, and accessible parks, trails, and recreational opportunities.*
- *Sustain and expand the city's parks, trails, and open spaces to enhance quality of life, protect the environment, and promote economic well-being.*

Land Use Framework

- *Stevens Avenue identified priority corridor*
- *Morrill's Corner identified priority node*
- *UNE Campus Area identified priority node*

The proposed zoning amendments would provide UNE with a predictable zoning framework aligned with the City's comprehensive plan. This framework supports continued development as an important educational institution, while mitigating impacts to surrounding neighborhoods and natural features. Rezoning to the B-2 zone would allow for typical university uses by-right, such as classrooms, recreational facilities, offices, and student housing. The regulatory framework would also permit laboratories and research facilities and adjust dimensional requirements for more intensive development in two locations on campus, while limiting scale near residential and commercial areas. Rezoning to OS-P would preserve high-value natural areas and set development standards to minimize impacts on these features.

VIII. NEIGHBORHOOD MEETINGS & PUBLIC COMMENT

The applicant held two neighborhood meetings to gather public input. The first meeting took place on June 13, 2024, at 6:00 PM at UNE's Hannaford Lecture Hall. Documentation of the meeting is included in **Attachment F**. Thirteen (13) members of the public attended, and feedback focused on concerns related to property acquisitions, traffic and parking, and environmental impacts.

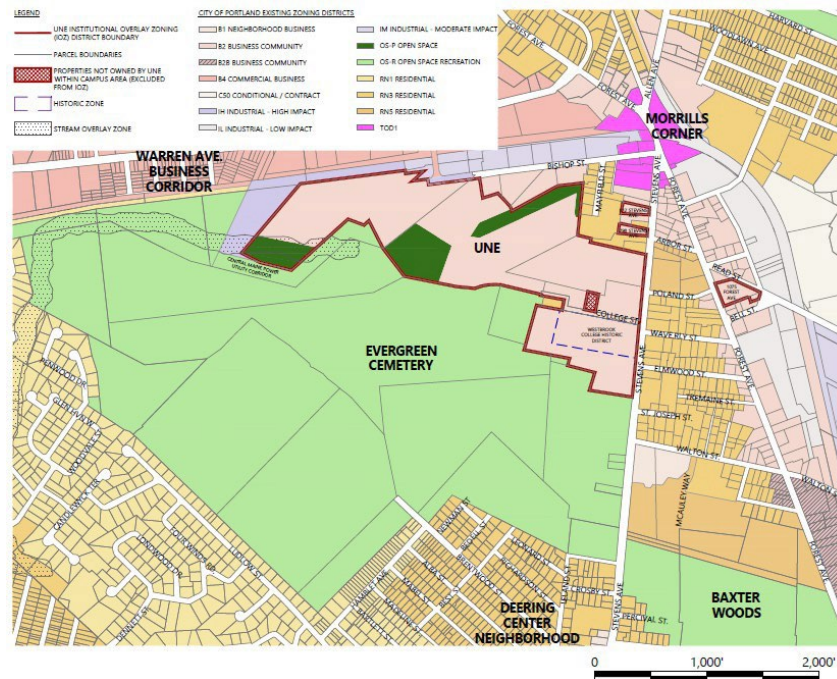
The second meeting was held on October 30, 2024, also at 6:00 PM at UNE's Hannaford Lecture Hall, with documentation likewise included in **Attachment F**. Twelve (12) members of the public attended, and discussion centered on parking, building heights, and plans for future student housing.

During the Planning Board's review, two written public comments were submitted, included in **Attachment F**. One comment opposed allowing building heights up to 85 feet, while the other encouraged a stronger focus on planning for student housing.

IX. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed zoning amendments at a hearing on February 25, 2025. After deliberation, and on the basis of staff reports, public testimony, and review of applicable policies and application materials, the Planning Board unanimously voted (5-0; Mazer recused, Silk absent) to find that the following zoning map and text amendments are consistent with the Comprehensive Plan and recommended adoption to the City Council:

1. Amend the text of Article 8 to remove reference to the 100-foot advisory review by Historic Preservation staff (Attachment A).
2. Amend the zoning map to rezone the UNE campus from RN-1 and RN-3 Residential, and I-M and I-H Industrial zones to B-2 Community Business and OS-P Open Space Preservation (Attachment B).



3. Amend the zoning map to establish the UNE Institutional Overlay Zone boundary (Attachment B)



4. Amend the text of Article 8 of the Land Use Code to establish a regulatory framework outlining specific zoning requirements that would regulate future development by UNE within the IOZ boundaries (Attachment D).

X. ATTACHMENTS

Attachments

- A. Proposed Text Amendment – Article 8 (Remove 100-foot rule)
- B. Proposed B-2/OS-P Zoning Map Amendment
- C. Proposed Map Amendment – IOZ Boundary
- D. Proposed Text Amendment – UNE Regulatory Framework
- E. Institutional Development Plan (Approved by Planning Board on February 25, 2025)
- F. Summary of Required Neighborhood Meetings
- G. Staff Report to Planning Board
- H. Public Comment

**AMENDMENT 1 TO ORDER 195-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILORS KATE SYKES AND ANNA BULLETT
RE: OPEN SPACE – PRESERVATION ZONING DESIGNATION, CAPISIC
BROOK**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That Chapter 14, Article 8, is hereby amended to read as follows, on the following pages:



for providing information to the neighborhood and receiving feedback.

2. *Construction management.* At the time of site plan review, Northeastern University shall submit a Construction Management Plan substantially in accordance with the construction management principles identified in the Institutional Development Plan for review and approval by the Planning Authority.

J. Historic preservation

1. *Historic preservation review.* The B&M Cannery Building has been designated as a local historic landmark. The area of designation includes the B&M Cannery Building, as well as the area of the former Codfish Building and pier. The Historic Preservation Board's review of activity within the site of the former Codfish Building and pier is limited to review of any activity that would require a Certificate of Appropriateness that is proposed on a newly constructed pier. A Certificate of Appropriateness will not be required for the demolition of the Codfish Building or construction of a new pier and related infrastructure, including future alterations to the pier structure.
2. *Required interpretive elements.* Northeastern University shall include interpretive element(s) on top of or within the surface of the new pier that convey the history and significance of the Codfish Building. Prior to construction of said elements, the University shall submit the proposal to the Historic Preservation Board for its review and approval. The interpretive elements shall be designed in

a manner that does not interfere with the use and functionality of the pier as a marine passenger facility and for water access by the Roux Institute and the public.

3. *100-foot review exemption.* The B&M Cannery Building is exempt from Subsection 13.6.4(E)(2) for review of development within 100 feet of a landmark.



FIGURE 8-H: UNE IOZ BOUNDARY

8.3.8 The University of New England Overlay Zone Regulatory Framework

- A. *Applicability.* The regulatory framework shall apply only to development proposed by the University of New England (UNE) within the boundary of the Institutional Overlay Zone (IOZ) and to which UNE holds right, title, or interest. The regulatory framework shall not apply to any land zoned OS-P. Properties in the UNE IOZ shall continue to be governed by the regulations applicable to the underlying zone except as specifically modified by the regulatory framework. The UNE IOZ shall have the boundaries depicted in Figure 8-H.

- B. *Phasing and monitoring*



1. UNE shall file monitoring reports every five years with the Planning Authority. Monitoring reports shall ensure that data in the IDP is current and provide a summary of progress on IDP implementation, including details of acquisitions and divestments since the date of IDP approval. Monitoring reports shall include data on UNE’s environmental compliance and the number of Best Management Practices (BMPs) implemented to address stressors and pollutant sources identified in the Capisic Brook watershed.
 2. Interim conditions shall be designed for a pleasant pedestrian experience through planting, lighting, wayfinding, graphics, artwork, or ornamental fencing to provide screening, buffers, and enhancement. Interim areas of the site which are not actively used for parking or construction staging will be appropriately left in a natural state, landscaped or accommodate gathering on lawns or other aesthetically hardened spaces.
- C. Uses.

TABLE 8-3 PERMITTED USES

	Use Standards
Two-family dwellings	●
Three-family dwellings	●
Four-family dwellings	●
Townhouse dwellings	● 6.4.13
Multi-family dwellings	●
Live/work dwellings	●
Lodging houses	● 6.4.21
Child care centers + small child care facilities	● 6.4.9
Clinics	●
Cultural facilities	●
Elementary, middle, and secondary schools	●
Governmental uses	●
Places of assembly	●
Post-secondary schools	●
Bars	●
General offices	●
General services	●
Hotels	●



OVERLAY ZONES

Intermodal transportation facilities	●	
Market gardens	●	6.4.25
Recreation and amusement centers	●	
Restaurants	●	
Retail	●	
Specialty food service	●	
Studios for artists	●	
Theaters and performance halls	●	
Veterinary services	●	
Animal-related services	●	
Communication studios	●	
Laboratory and research facilities	●	
Low-impact industrial	●	
Studios for artists and craftspeople	●	
Off-street parking	●	
Parks and open spaces	●	
Solar energy systems (minor)	●	6.4.38
Utility substations	●	6.4.39
Wind energy systems (minor)	◐	6.4.41

Key: ● = permitted



D. Dimensional requirements

TABLE 7-C: MIXED-USE ZONE DIMENSIONAL STANDARDS

Lot area (min.)	--
Street frontage (min.)	--
Gross floor area (max.) (Nonresidential uses on the ground floor only, unless otherwise permitted or restricted)	--
Build-to zone	0–10 ft.
Build-to percentage (min.)	100%
Building length as a percentage of street frontage (min.)	B-2: None
Blank wall area (max.)	20 ft.
Rear setback (min.)	None, except 25 ft. if abutting a lot outside of the IOZ boundary in a residential zone
Side setback, interior (min.)	None, except 5 ft. if abutting a lot in a residential zone
Structure height (max.)	75 ft., or as shown on the UNE Height Map
Landscaped open space ratio (min.)	B-2: 10%

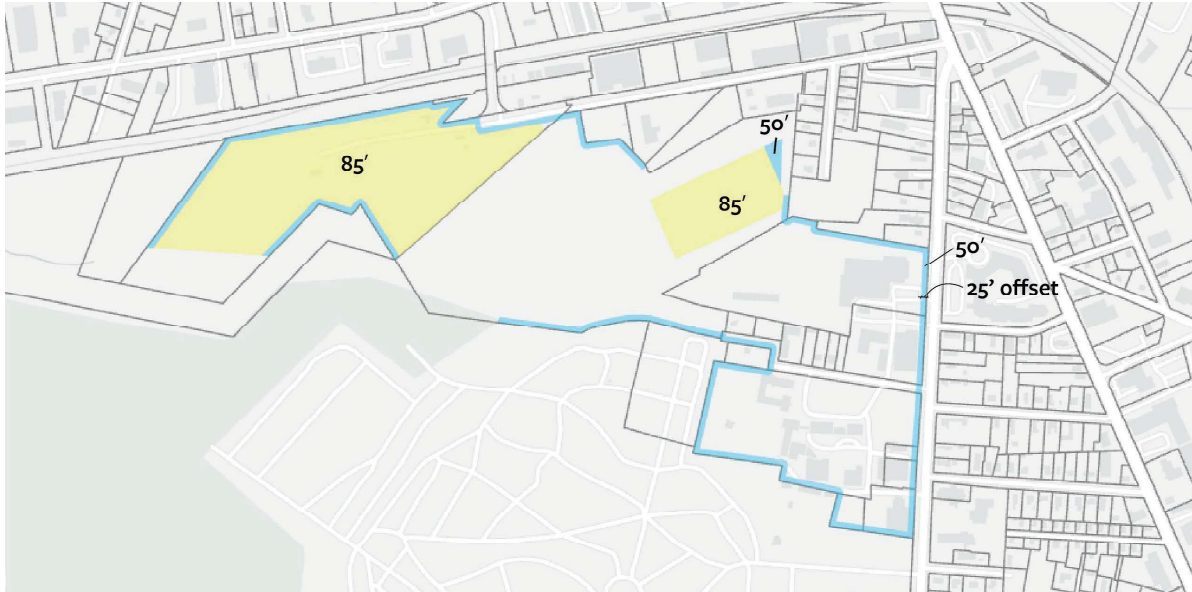


FIGURE 8-I: MAXIMUM BUILDING HEIGHTS

1. For the purposes of this IOZ, “lot” is defined as the contiguous lots under UNE ownership, including land separated by a public or private right-of-way. The “lot” boundary is shown in Figure 8-H.
 2. Side and rear setbacks shall not be required between buildings on contiguous lots owned by UNE on the condition that such contiguous lots shall be considered merged and shall not be separately conveyed unless required setbacks in the underlying zones are provided.
 3. Maximum building heights for new principal buildings in the IOZ shall be governed by the maximum building heights map in Figure 8-I.
- E. Transportation
1. *Transportation demand management (TDM).* At the time of the first site plan review following IDP approval, UNE shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved IDP. The TDM Plan may be phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
 2. *Parking.* Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wise analysis of demand and supply. Parking studies shall integrate parking and trip reduction achievement and data contained in the TDM Plan.
- F. Environment. All new buildings and parking facilities proposed by UNE shall integrate with the surrounding context to allow connectivity amongst open space, pedestrian networks, and the Evergreen Cemetery, and to protect the critical natural resources associated with the Capisic Brook watershed. The Planning Board may approve a reduction of the setback



requirement for a new building to the least amount necessary to achieve the goals of the development and minimize overall impacts, provided that the setback is not reduced to less than 40 feet.

G. Mitigation measures

1. Site plan impacts to off-premise infrastructure shall be mitigated in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of the development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.
2. Impacts to natural resources shall be mitigated in accordance with local, state, and federal permitting standards in effect at the time.

H. Design

1. All new development shall be designed to create a cohesive campus character.
2. New buildings shall be designed with building entrance(s) and principle facades oriented towards existing campus buildings, open space, streets, and pedestrian pathways.
3. New buildings will minimize visual impact of service areas, loading docks, and utility structures.
4. All new development shall provide a variety of open spaces that are integrated into the existing campus.
5. All new development shall provide adequate lighting for clear visibility at streets, pedestrian pathways, building entries, and parking areas. All lighting

shall be compliant with UNE's lighting plan, which is included in the IDP.

6. All signage shall be compliant with UNE's signage design standards, which are included in the IDP.

I. Neighborhood integration

1. For the purposed of keeping surrounding residential areas appraised of its future development plans, and to address any neighborhood issues related to the operations of the UNE campus, UNE shall adhere to the ongoing neighborhood engagement principles identified in the IDP.
2. Ongoing community engagement shall be conducted, including the continuation of posting project update's on UNE's Campus Planning web page and the creation of a dedicated email address for neighbor communications with UNE's Planning Department.
3. UNE shall conduct annual neighborhood outreach through neighborhood meeting(s), to be hosted on campus, and shall provide the Planning Authority with a copy of the neighborhood notice and a record of participants, content, and feedback as described in Section 13.5.5(C).
4. A designated community contact shall be engaged to be the point of contact for providing information to the neighborhood and receiving feedback.

8.4 ISLAND TRANSFER STATION OVERLAY

8.4.1 Purpose

The purpose of the Island Transfer Station Overlay Zone is to establish a location for a transfer station

UNE IOZ rezoning

'pfd228@aol.com' via Public Comment <publiccomment@portlandmaine.gov>

Thu, May 15, 4:01 PM (4 days ago)

to publiccomment@portlandmaine.gov, GAIL

Brandon Mazer, Chair
Portland Planning Board

Dear Mr. Mazer:

I am writing this email in response to the Notice from the City of Portland - RE: 716 Stevens Avenue, UNE IOZ Rezoning

has anyone taken into consideration the of the Citizens of Portland that live in the surrounding area with all the proposal that

UNE has been proposing and being granted those proposals? I live in the area, and it is almost impossible to park on my residential street because of the parking problems. UNE students and possibly even those that teach at the University park on the street starting at 8 am to 5pm.

This area is a 1-hour parking zone with residential parking stickers required. If the City of Portland and the Planning Department want to make these changes then why can't they make the streets for resident parking only. I don't know if you have any of these types of problems, but I do and when they partially block my driveway and also block my vision from any potential hazards that could cause accidents which are unforeseen because of this situation.

UNE has a parking lot on Bishop Street which the students can use but chose not to, I have called the parking division for vehicles being parked on the street continuously since the area has become the 1-hour parking unfortunately they don't monitor it every day, which I totally understand but the city has lost revenue because of it. I'm not sure if you can or even have the power or clout to do anything about the situation, but I truly hope that the planning board and the city officials start thinking about their citizens and taxpayers. Please take into consideration your citizens and taxpayers.

Thank you for your time.

G. Dennison-Hale

MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 196-24/25 Amendments to Zoning Map RE: B-2 Community Business, Open Space Preservation, and Institutional Overlay Zone for the University of New England Campus - Sponsored by the Planning Board, Brandon Mazer, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This is a companion order to the order above.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - UNE IOZ Map Amendments
2. Sykes-Bullett Amendment 1 to Order 196

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENTS TO ZONING MAP
RE: B-2 COMMUNITY BUSINESS, OPEN SPACE PRESERVATION AND
INSTITUTIONAL OVERLAY ZONE FOR THE UNIVERSITY OF NEW ENGLAND
CAMPUS**

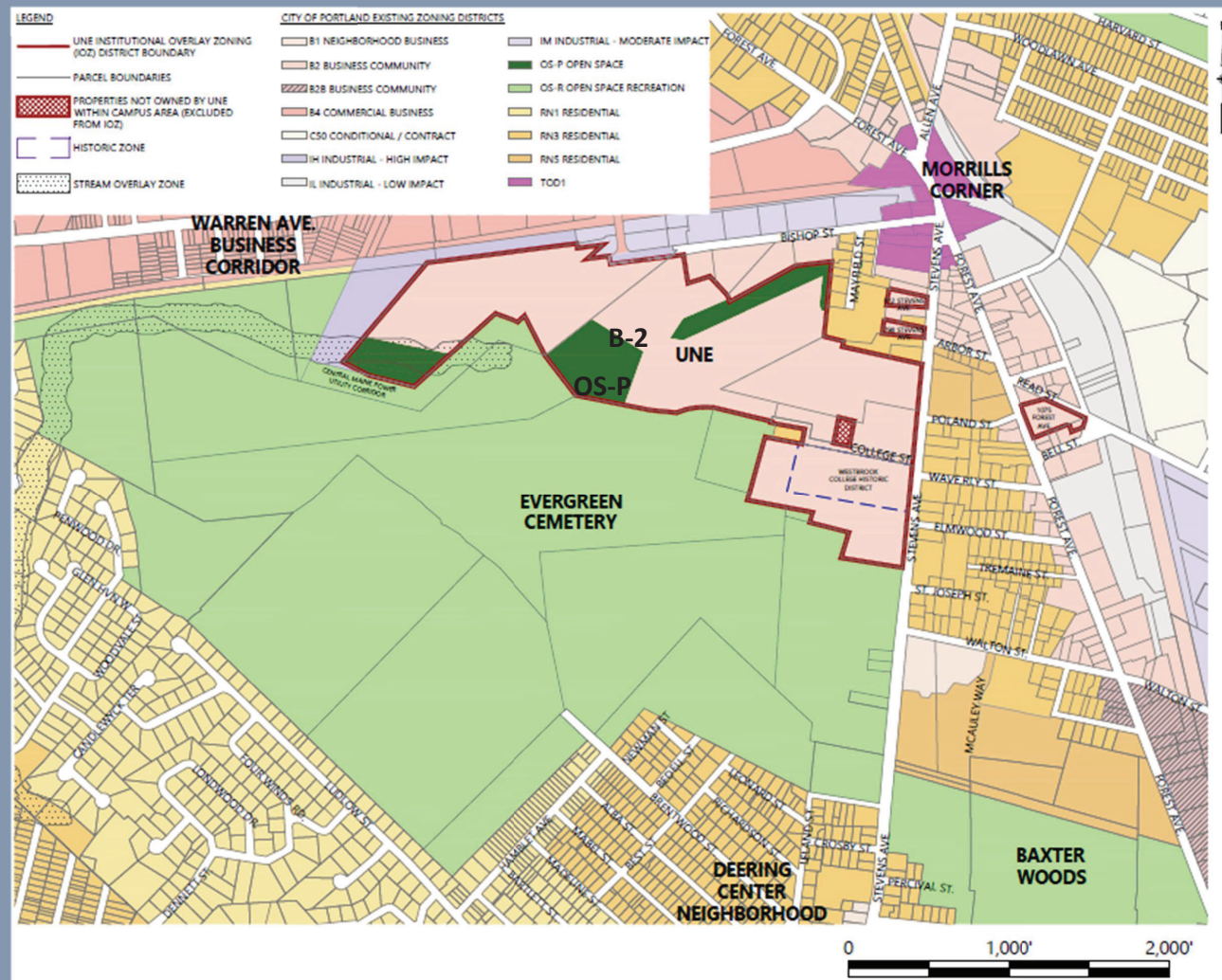
WHEREAS, based on the information provided to the City Council in the April 22, 2025 Planning Board Report to City Council, numbered ZN-003059-2024, the testimony, comment and other information submitted to the City Council, as well as the findings, conclusions and recommendations contained in the Planning Board Report following the public hearing held on February 25, 2025, which is attached hereto and incorporated herein by reference, the City Council adopts the findings and conclusions in the Planning Board Report and finds that the below referenced zoning map amendments are pursuant to and consistent with the City's Comprehensive Plan;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE
IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 4, 2024, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into Portland City Code Chapter 14, the Zoning Ordinance, by §1.2, be and hereby is amended pursuant to §1.10.1 by adopting the attached map amendments and specifically rezoning property around 716 Stevens Avenue to B-2 Community Business and OS-P, Open Space Preservation, as depicted in Exhibit A attached hereto, and creating an Institutional Overlay Zone at the University of New England Campus as depicted in Exhibit B attached hereto.

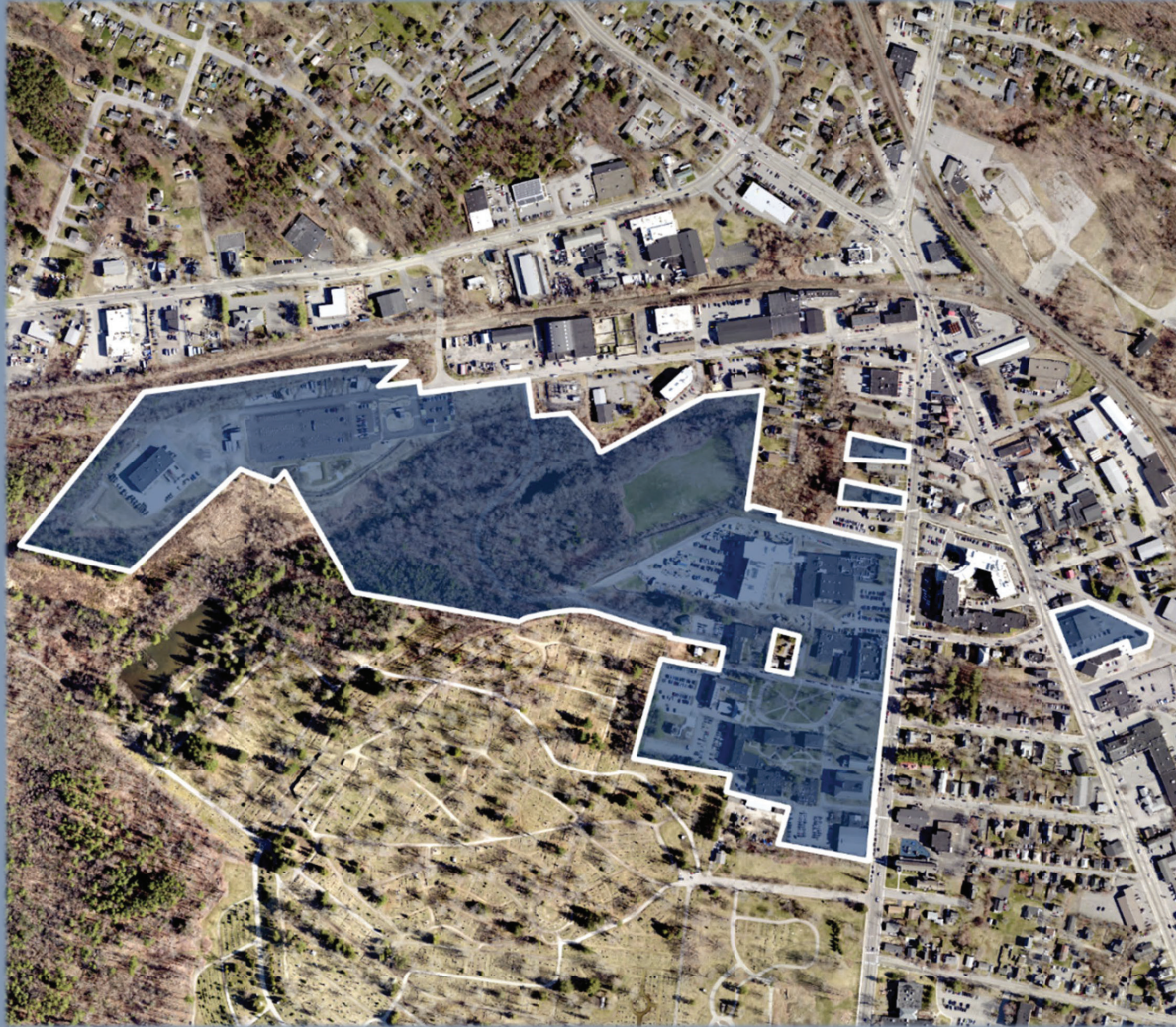
Proposed Zoning Map

Exhibit A



Proposed UNE IOZ Boundary

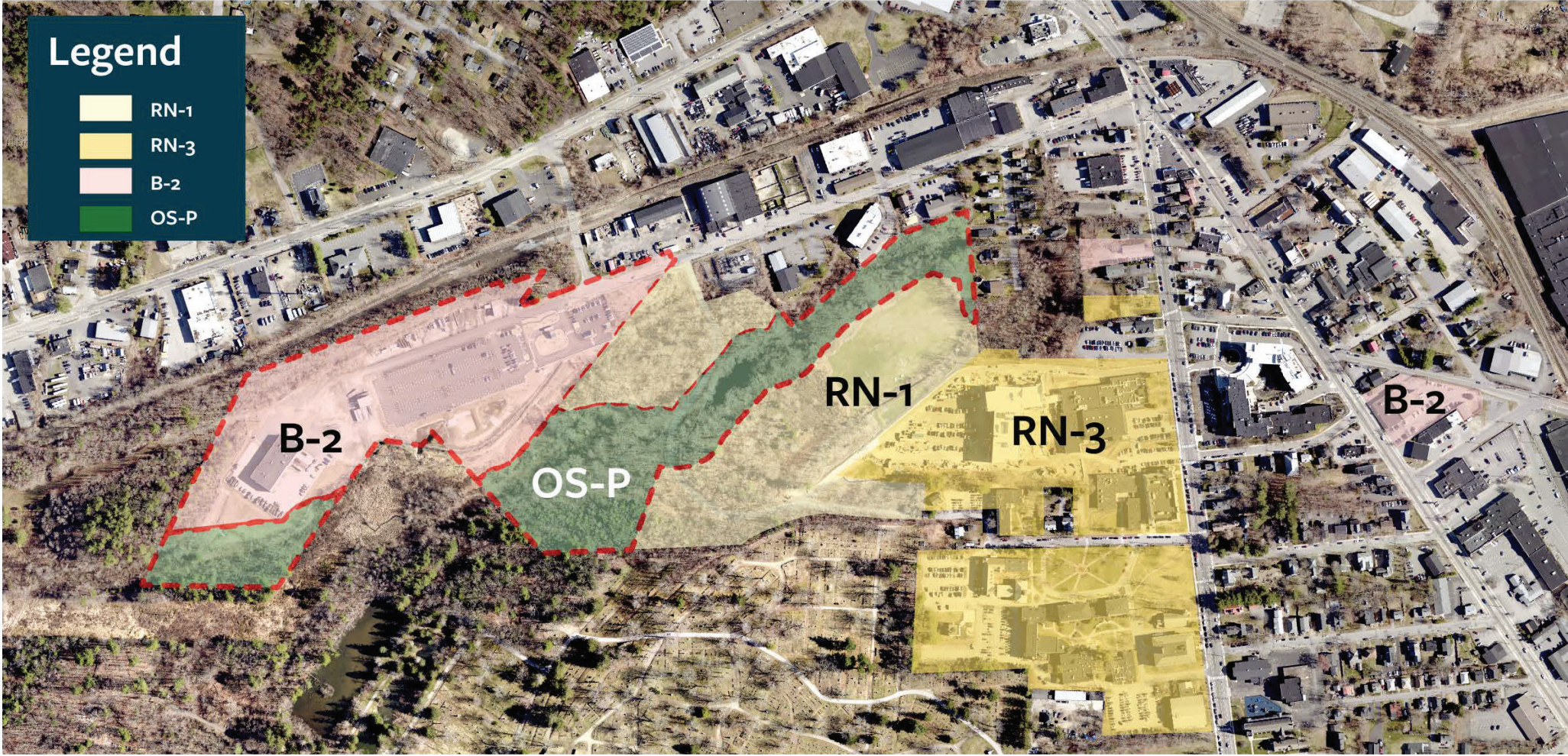
Exhibit B



**AMENDMENT 1 TO ORDER 196-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILORS KATE SYKES AND ANNA BULLETT
RE: OPEN SPACE – PRESERVATION ZONING DESIGNATION, CAPISIC
BROOK**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 4, 2024, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into Portland City Code Chapter 14, the Zoning Ordinance, by §1.2, be and hereby is amended pursuant to §1.10.1 by adopting the attached map amendments and specifically rezoning property around 716 Stevens Avenue to B-2 Community Business and OS-P, Open Space Preservation, as depicted in Exhibit AA1 attached hereto, and creating an Institutional Overlay Zone at the University of New England Campus as depicted in Exhibit B attached hereto.



MEMORANDUM
City Council Agenda Item

FROM:

DATE: May 5, 2025

SUBJECT: Order 197-24/25 Amendment to Portland City Code Chapters 15 and 35 RE:
Requirements for Marijuana Retail Licenses Offering Non-Alcoholic Beverages
Prepared on-Site - Sponsored by Health & Human Services & Public Safety
Committee, Anna Bullett, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or
up to three (3) members of the Council shall sponsor any orders or other items. If
sponsored by a Council Committee, please include the date the committee met and
the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

On April 15, 2025, the Health & Human Services and Public Safety Committee unanimously recommended to the City Council approval of Order 196, which would allow marijuana retail stores to prepare and sell non-alcoholic beverages on site. Currently, these retailers may only sell prepackaged food and drinks.

There are currently 38 licensed marijuana retailers in the City of Portland. To facilitate the co-location of marijuana retail and beverage preparation, City staff will need to increase training, food safety education, and inspections. A fiscal note that reflects the work required to effectively implement this change is included in backup materials.

This item must be read on two separate days. It received its first reading on May 5. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not

limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ch 15 and Ch 35 re FSE License Requirements
2. Chapter 35 Memo
3. Chapter015.Licenses and Permits 04.02.25 DRAFT NMA
4. Chapter035. Marijuana Business Licenses mig rev 040225

Prepared by:

Date: 05/05/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTERS 15 AND 35 RE: REQUIREMENTS FOR MARIJUANA RETAIL
LICENSEES OFFERING NON-ALCOHOLIC BEVERAGES PREPARED ON-SITE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

- 1. That the Sections 15-12 and 35-43 are hereby amended to read as follows:*

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
	FSE-No food preparation on premises	\$181.00	January 31
	FSE-With preparation limited to hot - <u>non-alcoholic</u> beverages only	\$142 <u>230</u> .00	January 31
	FSE-With beer and wine take out	\$415.00	January 31

35-43. Additional Retail Store and Dispensary Requirements.

Marijuana businesses licensed pursuant to this Article must also meet the following performance standards:

...

(d) Other uses prohibited. Marijuana retail stores and dispensaries may only not have the following uses other than marijuana retail or other retail on the premises:

1. Licensed marijuana retail sales and licensed marijuana dispensary sales; , including entertainment or restaurant uses, except that the
2. Ssales of pre-packaged, ready-to-eat foods that are not prepared on site, subject to a FSE (food service establishment) - "No food preparation on premises" license;
3. Sales and of ready-to-drink non-alcoholic beverages, shall be allowed provided the applicant has an subject to a FSE - "No food preparation on premises" license; appropriate food service license.
4. Sales of non-alcoholic beverages prepared on site subject to a FSE - "With preparation limited to non-alcoholic beverages only" license.

. . .



To: Health and Human Services and Public Safety Committee
From: Jessica B. Hanscombe, Director
Date: April 7, 2025
RE: Staff Feedback on Proposed amendment to Chapters 35, 15

MEETING DATE

April 10, 2025

AGENDA ITEM

Proposed Amendments to Chapter 35, Chapter 15.

PURPOSE

Amend Chapters 35 and 15, Code of Ordinances to allow Marijuana Retail Stores to operate as a Restaurant Use with nonalcoholic beverage preparation. .

COMMITTEE WORK PLAN

This item is included on the HHS & PS Committee's 2025 Work Plan.

BACKGROUND

Chapter 35 of the Code of Ordinance currently prohibits the preparation of food or drinks at Marijuana Retail Stores. The stores are currently allowed to sell pre-packaged food and drinks with a City and State of Maine Prepackaged Food Service License. The definition of Packaged can be found in the Maine State Food Code, which has been adopted by reference:

(73) Packaged.

(a) "Packaged" means bottled, canned, cartoned, securely bagged, or securely wrapped, whether packaged in a Food Establishment or a Food Processing Plant

When the ordinance was created in 2019-2020, allowing for only Marijuana products and paraphernalia was deemed best practice. As part of the process of creating the ordinance, staff researched regulations by other states and Canada that were already licensing Marijuana retail businesses. Some, not all, states now allow it as part of the license for a "social club". At this time, the State of Maine does not allow for Social Clubs.

Proposed changes to the Code to allow for a new license classification type, also has the potential to impact all 38 Marijuana Retail Stores, as well as future licensees. These additional

requirements would require City of Portland staff to train and educate on the requirements of the Maine State Food Code and how to prevent cross-contamination.

When Chapter 35 was adopted by the City of Portland, there was a cap of 20 Retail Stores. The voters removed that cap in November of 2020, which doubled staff's workload of Retail stores alone. The one dedicated Marijuana employee is currently past their capacity for the almost 100 licensed Marijuana businesses in the City of Portland. This new license classification would increase their workload if a large percentage of current licensees and new applicants chose to apply. PID would need to hire an additional Inspector to assess compliance with license requirements which ensure the safety of retail customers.

FISCAL IMPACT

\$102,802.61-Additional Marijuana Inspector (CEBA 18-M-SP) This includes salary, benefits, equipment, uniform, training

Chapter 15 LICENSES AND PERMITS*

***Cross reference(s)**--Uniform procedure for assessments, § 1-16; administration, Ch. 2; funds due to city, § 2-201 et seq.; permits for burglar alarm systems, § 2.5-17; license for bottle clubs, § 3-26 et seq.; license for amusement devices, § 4-26 et seq.; license for music, dancing and special entertainment, § 4-51 et seq.; license for gaming, § 4-81 et seq.; license for sidewalk tanks and pumps for petroleum products, § 10-116 et seq.; inspection performance requirements, § 11-37; license for food service establishments, § 11-46 et seq.; license for street vendors, § 19-29 et seq.; license for transient sales, § 19-56 et seq.; license for pawnbrokers, junk dealers, secondhand dealers and flea markets, § 23-26 et seq.; excavator license, § 25-119; license for wreckers and vehicle towing, § 28-286 et seq.; licenses for taxicabs and limousines, § 30-31 et seq.; licenses for horse-drawn cabs, § 30-42 et seq.

Art. I. In General, §§ 15-1--15-14.5

Art. II. Reserved, §§ 15-15--15-20

Art. III. State Liquor Licenses and Special Entertainment Licenses, § 15-21

Div. 1. Renewals, §§15-21--15-30

Div. 2. Site Restriction, §§15-31--15-40

Div. 3. Training Requirements, §§15-41--15-43

ARTICLE I. IN GENERAL

Sec. 15-1. Definitions.

Words used in this chapter shall have their common meanings except that, as used in this chapter or in chapters related to this chapter, the following terms shall have the meanings set forth in this section, unless the particular licensing provision, or the context in which the term appears, clearly establishes that a different meaning was intended:

Actual ownership interest shall mean and include any legal or equitable interest in either the licensed firm, corporation, partnership or other entity, or the assets of that entity which are the subject matter of the license, other than any mortgage or security interest created solely as security for valuable consideration. In the case of stock in a corporation, the term shall be limited to those persons who individually or collectively have an interest in more than one-half of the voting shares of the

corporation. In the case of a limited partnership, the term shall not include ownership of limited partnership shares.

Bona fide nonprofit organization shall mean and include a bona fide nonprofit, charitable, educational, political, civic, recreational, patriotic or religious organization, which is organized under the provisions of 13 M.R.S.A. § 901, or 13-B M.R.S.A. § 201, or which is recognized as such by the Internal Revenue Service under 26 U.S.C.A. § 501(c)(3).

Bottle club means any person operating on a regular basis a premises for social activities in which members or guests provide their own alcoholic beverages.

Disqualifying criminal conviction shall mean and include any conviction for any criminal offense punishable by imprisonment for any period of time, whether or not the sentence was imposed or served, but shall not include any conviction which is shown to have been set aside on appeal or collaterally, or for which a pardon, certificate of rehabilitation, or the equivalent under the law of the sentencing jurisdiction has been granted, or which is not rationally related to the purpose of licensing the particular activity or device.

Person aggrieved shall mean and include any person whose license is suspended or revoked or whose license application is denied by any administrative official charged with responsibility for the granting or supervision of any license.

Principal officers shall mean and include the applicant and any officer, director, partner, owner, manager, or person who either has an actual ownership interest in the entity or directs any policy of the entity.

(Code 1968, § 901.3; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 1, 4-23-84; Ord. No. 183-84, 9-24-84; Ord. No. 165-15/16, 3-7-2016)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 15-2. Applicability.

(a) It is the sense of the city council that, to the extent practical, licensing procedures within the city should be uniform, and should be conducted at all times so as to give the maximum degree of protection to the licensee consistent with protection of the public health, safety and welfare. To that end, this chapter shall apply to all licenses and permits issuable by the city

through the Permitting and Inspections Department, and all licenses and permits issued by the state to which the city council have a right or duty to offer recommendations, comments, or to consent, set forth in this Code. Notwithstanding the aforesaid, any more stringent licensing or other requirement of this Code which is not inconsistent with this chapter, shall be deemed to be an additional requirement of this chapter.

(b) The Director of the Permitting and Inspections Department or his or her authorized designee shall be responsible for licensing of taxicabs and liveries under article II of chapter 30, and all references herein to the Permitting and Inspections Department shall be to the said director in regard to such licensing.

(Code 1968, § 901.1; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 2, 4-23-84; Ord. No. 294-04/05, 6-20-05; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-3. License required.

(a) No person shall engage in, operate any business, or use or permit the use of any device for which one (1) or more licenses are required by this Code or permit others operating under such licenses to act, without having obtained each and every such license required therein and shall not operate or use such license or device during any time that the applicable license has been suspended or after revocation as provided herein.

(b) A license may be issued pending receipt of the criminal history report from the State Bureau of Identification for pawnbrokers, junk dealers, secondhand dealers and flea markets as defined in Section 23-16, provided that the Permitting and Inspections Department has received all other documentation required for the issuance of such license and a copy of the applicant's criminal history record from the Portland Police Department, which criminal history record does not contain a disqualifying criminal conviction. If, after issuance of the license, the Permitting and Inspections Department receives a criminal history report from the State Bureau of Identification that contains disqualifying information, the Permitting and Inspections Department shall immediately move to suspend or revoke the license pursuant to Chapter 15 Section 15-8(a)(6) of the City Code.

(c) Any person engaged in, or operating any business or activity, or who uses or permits the use of any device for which a

license is required, shall procure a license for each and every such business activity, device or location of each activity or device unless this Code specifically provides to the contrary.

(d) Every license shall be exhibited in a conspicuous place on the premises, device or vehicle at all times that the premises, device, or vehicle is open to the public.

(Code 1968, § 901.2; Ord. No. 231-80, 12-22-80; Ord. No. 152-02/03, 2-3-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-4. Licensing authority.

(a) All licenses shall be issued, denied, suspended or revoked and all hearings shall be held by the Permitting and Inspections Department except as expressly provided in this Code. The Permitting and Inspections Department is authorized to notify the state licensing division of bureau of alcoholic beverages that the city council consent to the extension of existing state liquor licenses to city licensees pending the next meeting of the city council.

(Code 1968, § 901.4; Ord. No. 231-80, 12-22-80; Ord. No. 576-81, § 1, 3-16-81; Ord. No. 361-82, 1-4-82; Ord. No. 562-84, § 3, 4-23-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-5. Applications.

(a) All applications shall be made in writing on a form provided by the Permitting and Inspections Department. Each application submitted to the Permitting and Inspections Department shall state the name and business address of each applicant, the license desired, location to be used, if any, the date of the application, and such additional information as may be deemed necessary or useful by the Permitting and Inspections Department in determining whether such permit or license applied for should be issued.

(b) Other papers:

- (1) Any application for a license for which a criminal conviction is a disqualification under this Code shall be accompanied by a written waiver of the applicant's right to privacy or confidentiality under the State Criminal History Records Act [16 M.R.S.A. § 611 et seq.] and otherwise to the extent necessary for the Permitting and Inspections Department, acting through the chief of police, to determine whether or not such disqualification exists.

- (2) If the applicant is other than a natural person, the names of all principal officers shall accompany the original application.
- (3) A statement to the fact that no employee or officer of the city is beneficially interested in the license or licenses, or in lieu thereof, a statement of the names of such employees or officers as are beneficially interested.
- (4) In the case of a renewal, the licensee shall submit to the Permitting and Inspections Department on a form provided by the Permitting and Inspections Department, a certified ownership report for the previous twelve (12) month period. Such report, among other things, shall list the names of all persons, or groups of persons acting in concert who at any time during the period had an actual ownership interest.
- (5) Any organization claiming status as a bona fide nonprofit organization shall furnish sufficient evidence of such status.

(Code 1968, § 901.5; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-6. Fees.

(a) *Application fees.* Except as expressly provided, all applications for original licenses or for the consent of the city council, other than a flea market seller, temporary FSE or auction license, shall be accompanied by an administrative fee of forty-five dollars (\$45.00) to defray the cost of processing the application. All applications for renewal of licenses shall be accompanied by the fees for issuance and an administrative fee of thirty-five dollars (\$35.00), except for a flea market seller to defray the cost of processing the application. In any case where notice by publication or mail is required, the applicant shall pay the cost of publication and postage in advance. Application fees shall not be refundable.

- (1) Applications for any original licenses pursuant to Chapter 35, other than licenses for Small Scale Caregivers, shall be accompanied by an administrative fee of five hundred dollars (\$500.00). Applications for renewal of licenses pursuant to Chapter 35, other than

licenses for Small Scale Caregivers, shall be accompanied by an administrative fee of two hundred and fifty dollars (\$250.00).

- (2) Applications for original Small Scale Caregiver Licenses shall be accompanied by an administrative fee of fifty dollars (\$50.00). Applications for renewal of Small Scale Caregiver Licenses shall be accompanied by an administrative fee of forty dollars (\$40.00).

(b) *Appeals fee.* Appeals from determinations of the Permitting and Inspections Department shall be accompanied by a filing fee of twenty-five dollars (\$25.00) and the appellant shall also pay the full cost of publication and postage in advance, if such notice is required. For the purposes of this subsection, notice by publication shall be deemed to apply to the hearing on appeal whenever the requirement of publication would exist in the first instance. Appeals fees shall not be refundable except that, upon a successful appeal, the Permitting and Inspections Department shall credit the appeal fee toward the fee for issuance and shall refund any excess.

(c) *Filing fees.* Whenever any document, other than an application for any license, is required or permitted to be filed with the Permitting and Inspections Department in connection with any license, and no fee for such filing is otherwise prescribed, the fee for filing such document shall be two dollars (\$2.00) for the first page, and one dollar (\$1.00) for each page thereafter. Filing fees shall not be refundable.

(d) *Fees for issuance.* Fees for issuance of licenses shall be as provided in section 15-12. Fees for issuance shall be refundable in the amounts, and under the conditions, as set forth in a policy adopted by the Permitting and Inspections Department.

(e) *Late fees.* An additional fee shall be charged for issuance of any license after expiration of the holder's prior license, unless the application for the renewal license was filed prior to such expiration. The additional fee for issuance or renewal of any license applied for after the applicant has commenced the activity, or has permitted the use of the device to be licensed prior to such issuance, shall be ten dollars (\$10.00) or five (5) percent per month of the fee for issuance, whichever is greater, but shall not exceed the fee specified in this chapter for issuance of that license. Late fees shall not be refundable.

(f) *Proration.* The fee for issuance of an original license, unless issued late as provided in subsection (e), and which is issuable on an annual basis, but which when issued will not give the licensee twelve (12) full months use prior to expiration, shall be reduced by ten (10) percent for each full month that licensee will not have the use of the license, but in no case shall the license fee be reduced by more than fifty (50) percent. Notwithstanding the foregoing, there shall be no proration of the fee for excavators' licenses issued pursuant to chapter 25, article VII of this Code.

(g) *Fees to be cumulative.* Fees provided for in this section shall be deemed cumulative and shall be in addition to any other fee or fees required for the issuance of any permit under section 15-12. Where a maximum license fee is established by the state, the fees set by this chapter shall be deemed cumulative to the extent of such maximum fee.

(h) *Refunds where activity subsequently prohibited.* If, during the unexpired term of the license, a licensed activity is subsequently prohibited by amendment to this Code, the Permitting and Inspections Department shall refund to the licensee a portion of the license fee in accordance with the formula for proration of fees set forth in section 15-6(f).

(Code 1968, § 901, 6; Ord. No. 231-80, § 901.6, 12-22-80; Ord. No. 554-81, § 901.6, 3-2-81; Ord. No. 40-82, 6-21-82; Ord. No. 554-85, 5-14-85; Ord. No. 210-85, § 1, 10-21-85; Ord. No. 30-87, 7-6-87; Ord. No. 424-89, 5-15-89; Ord. No. 247-04/05, 5-16-05; Ord. No. 224-09/10, 5-17-10; Ord. No. 203-11/12, 6-4-12; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-7. Investigation of applicant.

(a) Upon receipt of an application for any license or permit, other than a renewal application substantially identical to the original application, the Permitting and Inspections Department shall inquire of other city departments, as appropriate, for comments as to whether a license may be granted consistently with the provisions of the laws and ordinances enforced by such departments. In all appropriate cases, the building authority shall verify that the premises to be used for the proposed activity comply with the building code, electrical code, plumbing code and zoning ordinance, and if applicable, state junkyard screening law; the health authority shall cause inspections to be made of the proposed location of any premises dispensing food or liquor; the fire chief shall cause inspection to be made for the purpose of determining if city ordinances, a state law, or state regulations

concerning fire and safety have been complied with; and if the license is not issuable to any class of persons, the police chief shall cause an investigation to be made of the principal officers or persons to be licensed. All such persons shall report to the Permitting and Inspections Department in writing, and copies of any such report shall be deemed a public record.

(b) Whenever a criminal background check is done prior to issuance of a license, any cost of such background check which is charged to the City by another agency shall be added to the fees to be paid by the applicant.

(Code 1968, § 901.7; Ord. No. 231-80, 12-22-80; Ord. No. 115-84, § 1, 8-6-84; Ord. No. 247-02/03, 5-19-03; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-8. Standards for denial, suspension or revocation.

(a) *Grounds.* In addition to any other specific provision of this Code authorizing such action, a license or permit may be denied, suspended or revoked upon a determination of the existence of one (1) or more of the following grounds:

- (1) Failure to fully complete the application forms; knowingly making an incorrect statement of a material nature on such form; or failure to supply any additional documentation required or reasonably necessary to determine whether such license is issuable, or failure to pay any fee required hereunder;
- (2) The licensed activity, or persons on the premises for the purpose of participating in the licensed activity, or persons patronizing the licensed device have caused one (1) or more breaches of the peace; or
- (3) There is a clear danger that a breach of the peace will occur if the licensed activity is permitted; or
- (4) The licensed activity or persons patronizing the licensed premises will substantially and adversely affect the peace and quiet of the neighborhood, whether or not residential, or any substantial portion thereof;
- (5) The licensee has violated any provision of this Code in the course of the conduct of the activity or device for which the license or licenses have been applied for, or have been issued; or

- (6) The occurrence of any event subsequent to issuance of the license which event would have been a basis for denial of the license shall be grounds for revocation thereof; or
- (7) The applicant's or licensee's real or personal property taxes, or final judgments due and payable to the city, are determined to be in arrears as of the date of the license or application; or that real or personal property taxes or final judgments due and payable to the city on account of the premises for which application has been made or a license issued have not been paid in full as of the date of the license or application. Real or personal property taxes or final judgments that are less than thirty (30) days past due at the time of the license or permit application, that are less than \$500.00, or that are determined by the City Manager or his or her designee to not be owed as per §2-203(f) shall not be considered in arrears for purposes of this section.

(b) *Hearings.*

- (1) Except as expressly provided in this Code, no license to which this chapter applies may be revoked or suspended without prior notice to the licensee, and after a hearing.
- (2) In the case of the suspension or revocation of a license, a hearing shall be given to the licensee and a generalized statement of the nature of the complaint constituting the basis for the proposed action shall be included in the notice of hearing. Unexcused failure of licensee to appear at the hearing shall be deemed a waiver of the rights to said hearing.
- (3) Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a license can be scheduled and a finding of probable cause for such suspension or revocation, the Permitting and Inspections Department may suspend a license, pending hearing, effective upon the giving of actual notice to the licensee; provided that the Permitting and Inspections Department shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee shall be given the opportunity to answer the complaint

and to present evidence. The complainant shall also be notified of the hearing and given the opportunity to be heard.

- (4) All suspensions or revocations shall be upon substantial evidence and all hearings shall be conducted with substantial fairness and strict adherence to the rules of evidence shall not be required.
- (5) All hearings on suspension or revocation of licenses shall be held within thirty (30) days of delivery to licensee of the generalized statement of complaint.

(c) *Abandoned licenses.* The applicant shall pay the issuance fee and obtain any license from the Permitting and Inspections Department within thirty (30) days after it has been approved by the Permitting and Inspections Department. Upon failure to pay the issuance fee and obtain the license within said thirty-day period, the approval shall be void and the application deemed abandoned. For good cause shown, the Permitting and Inspections Department may extend the thirty-day period provided such extension does not result in the issuance of the license being delayed more than one hundred eighty (180) days from its approval by the Permitting and Inspections Department.

(Code 1968, § 901.8; Ord. No. 231-80, 12-22-80; Ord. No. 291-83, 12-5-83; Ord. No. 562-84, §§ 4, 5, 4-23-84; Ord. No. 196-88, 11-7-88; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017; Ord. No. 220-17/18, 6-4-2018)

Sec. 15-9. Appeals.

(a) *Procedure.* An appeal to the city manager may be taken by any person aggrieved by the denial, suspension or revocation of a license by the Permitting and Inspections Department by filing a notice of appeal and the prescribed fee with the city manager within thirty (30) days of the decision appealed from, and not thereafter. Every appeal should be in writing and shall state the basis for the appeal. Within two (2) business days of the filing of an appeal, the city manager shall designate himself or any agent or employee to act as hearing designee in the appeal. The hearing designee shall hear the appeal within ten (10) business days after the filing of the appeal and may affirm, reverse or modify the decision appealed from. The taking of an appeal shall not stay a decision appealed from, except that at the request of the licensee, the Permitting and Inspections Department may stay the effective date of a suspension, revocation or denial of a renewal license upon a finding that the public is not likely to suffer any harm

during the pendency of the appeal. In such case, the Permitting and Inspections Department shall make a written finding of his or her decision in this regard and shall notify the appellant.

(b) *Scope of review.* On appeal, the hearing officer shall review the decision of the Permitting and Inspections Department and any disciplinary action taken pursuant thereto to determine whether the decision was based upon substantial evidence and the disciplinary action taken was proportionate to the violation. The hearing officer may take additional evidence with respect to such decision or action and if additional testimony or evidence is taken shall determine the appeal upon all of the evidence, except as provided in this section.

(c) *Appeal to the superior court.* Any person aggrieved by a decision of a hearing officer on appeal may appeal therefrom to the superior court in accordance with the provisions of Maine Rule of Civil Procedure 80B.

(Code 1968, § 901.9; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 6, 4-23-84; Ord. No. 182-84, 9-24-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-10. Notices of hearing.

(a) *Content.* Whenever a public hearing is required, the Permitting and Inspections Department shall give notice of the time and place of the hearing, the type of license involved, and the nature of the hearing, and the address or location of the property involved.

(b) *Service.* Except as expressly provided, whenever notice by mail is required, such notice shall be mailed by regular United States mail at least ten (10) days in advance of the hearing date. When notice by publication is required, such notice shall be published in a newspaper of general circulation in the city at least once, not more than thirty (30), nor less than seven (7) days before the date of the hearing. Where notice to abutters is required, all owners or occupants of property within five hundred (500) feet of such parcel or tract shall be deemed to be abutters, and service shall be made by ordinary mail at least seven (7) days before the date of the hearing. In the case of abutters, the owners and occupants of property listed in the assessor's records on the last tax date prior thereto, shall be deemed to be the persons to whom notice is to be given. The Permitting and Inspections Department shall take reasonable measures to notify renters in close proximity.

(c) *Notice requirements not mandatory.* Failure of any person other than the applicant or licensee to receive a notice of the public hearing shall not necessitate another hearing and shall not invalidate any action taken as a result thereof, except as otherwise expressly provided by law.

(Code 1968, § 901.10; Ord. No. 231-80, 12-2-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-11. License not to be transferable.

(a) No license shall be transferred to any person, to any location, or to any other vehicle or device, and no license fee shall be refunded if the licensed activity is ceased prior to the expiration of the license. All purported transfers not in accordance with this section are void. A license shall be deemed the subject of an attempted transfer whenever there is a sale of the business, vehicle or device, or where there is a change in actual ownership interest. Upon any such event, the licensee shall immediately surrender the license to the Permitting and Inspections Department; except that, in the case of death, bankruptcy or receivership of any licensee, the duly appointed executor or administrator of the deceased licensee or the duly appointed trustee or receiver of the bankrupted licensee or licensee receivership may retain the license and operate under the same for the benefit of the estate with the written permission and approval of the Permitting and Inspections Department until such time as such operation is no longer needed to benefit the estate. Thereafter, such personal representatives, receivers, or trustees shall either return the license to the Permitting and Inspections Department or transfer same to any other person, under order of the court having jurisdiction and upon written notice to the Permitting and Inspections Department. In the interim, between the death of the licensee and the appointment of an executor or administrator, or in cases where no administration of the estate of a deceased licensee is contemplated, the widow or widower or person designated by all of the heirs of the deceased licensee may take over the license upon written notice to the Permitting and Inspections Department. Duly appointed and qualified guardians and conservators of the estate of a licensee may retain the license of their ward during the term of office upon written notice to the Permitting and Inspections Department.

(b) In all cases arising out of this section in which the Permitting and Inspections Department is required to determine the identity or composition of or ownership interests in an applicant or licensee, or to determine whether a transfer of an ownership

interest in an applicant or licensee has taken place, he shall look to the substance rather than the form of transactions and any person aggrieved may appeal the Permitting and Inspections Department's determination to the city manager.
(Code 1968, § 901.11; Ord. No. 231-80, 12-22-80; Ord. No. 562-84, § 7, 4-23-84; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
Ch. 3, Art. II	Bottle clubs (must obtain FSE and entertainment if applicable)	\$940.00	June 30
Ch. 3, Art. III	Brewery, Winery and On-Premises Consumption Distillery License (must obtain FSE and/or entertainment if applicable)	\$525.00	Concurrent with state liquor license
Ch. 3, Art. III	Small Brewery, Winery and Distillery Manufacturing License	\$250.00	Effective November 1, 2019; Concurrent with state liquor license
Ch. 3, Art. III	Large Brewery, Winery and Distillery Manufacturing License	\$2,000	Effective November 1, 2019; Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
Ch. 4, Art. II	Amusement devices (other than adult amusements), per device	\$153.00 for up to 25 and all additional @ \$10.00 per device	Twelve months or concurrent with state liquor license or with any city license
	Adult amusement devices, per location	\$978.00	Twelve months or concurrent with state liquor license or with any city license
Ch. 4, Art. III	Entertainment:		
	Single Entertainment Event - Private Property	\$50	Per event
	Single Entertainment Event - Public Property	\$50	Per event
	Indoor Entertainment	\$500	12 months or concurrent with state liquor license or any city license
	Outdoor Entertainment	\$700	12 months or concurrent with state liquor license or any city license
	Combined Entertainment	\$800	12 months or concurrent with state liquor license or any city license
	Sound Mitigation Review Fee	\$150	Per sound mitigation plan

Location in Code	Description	Fee	Expiration Date
	Expanded Entertainment Addendum	\$100	Per event
Ch. 4, Art. IV	Gaming:		
	Beano	\$104.00	December 31
	Games of chance (application fee pursuant to section 15-6 only)		
Ch. 4, Art. V	Nudity in licensed businesses	\$1,474.00	June 30
Ch. 11, Art. II	Food service establishments (FSE):		
	Temporary FSE:		
	a. Unopened prepackaged food	\$93.00	Three months
	b. Opened or nonprepackaged food	\$93.00	Per event not to exceed two weeks
	Mobile FSE (Chapter 19) a. pushcarts	\$322.00	March 31
	b. Food Trucks	\$546.00	March 31

Location in Code	Description	Fee	Expiration Date
	Street vendor cooler storage space - maximum of 7 sq. ft.	\$38.00 per 3.5 sq. ft. of space	March 31
	FSE-No food preparation on premises	\$181.00	January 31
	FSE-With preparation limited to hot <u>non-alcoholic</u> beverages only	\$ 142 <u>230</u> .00	January 31
	FSE-With beer and wine take out	\$415.00	January 31
	FSE/Commissary - Food preparation on premises	\$459.00	January 31
	Marijuana Food Processing Establishment	\$459.00	Concurrent with marijuana license
	FSE's with liquor:		
	FSE-Class A lounge (Class X)	\$2,774.00	Concurrent with state liquor license
	FSE-Class A restaurant (Class I)	\$1,873.00	Concurrent with state liquor license
	FSE-Hotel (Class IA)		
	FSE-Class A restaurant/lounge (Class XI)	\$2,326.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	FSE-Qualified catering service (Class I)	\$1,873.00	Concurrent with state liquor license
	Innholder-15 rooms or less	\$1,436.00	Concurrent with state liquor license
	Innholder-16 to 40 rooms	\$1,928.00	Concurrent with state liquor license
	Innholder-more than 40 rooms	\$2,239.00	Concurrent with state liquor license
	FSE-Spirituious license (Class II)	\$611.00	Concurrent with state liquor license
	FSE-Vinous license (Class III)	\$410.00	Concurrent with state liquor license
	FSE-Malt license (Class IV)	\$824.00	Concurrent with state liquor license
	FSE-Malt and vinous license (Classes III and IV combined)	\$906.00	Concurrent with state liquor license
	FSE-Nonprofit club (Class IV with catering or Class V without catering)	\$737.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	FSE-Liquor catering	\$33.00	Per event
	FSE-Temporary (bona fide nonprofit organization) with any spirituous, vinous or malt license and special entertainment	\$65.00	Per 2-day period
	FSE-Auditorium	\$584.00	Concurrent with State Liquor License
	FSE-Civic Auditorium	\$1,851.00	Concurrent with State Liquor License
Ch. 12, Art. VII	Operation of rendering facilities	263.00	September 30
Ch. 16	Massage establishment	\$65.00	September 30
	Combined massage establishment/massage therapist	\$55.00	
	Massage therapist	\$38.00	
	Conditional massage therapist	\$38.00	
Ch. 19, Art. II	Night Street Vendor (must also obtain FSE and street vendor)	\$218.00	
Ch. 19, Art. III	Transient sellers	\$109.00	December 31
Ch. 21	Farmers' Markets on private property	\$26 per vendor	March 31

Location in Code	Description	Fee	Expiration Date
Ch. 23, Art. II	Flea market seller	\$22.00	Last day of February
	Flea market Operator	\$55.00 \$246.00	Per day Annual/March 1st
	Secondhand dealer, junk dealer, pawnbroker ¹ (including used cars)	\$153.00	December 31
	Junk collector	\$26.00	December 31
Ch. 28, Art. IV	Wreckers and vehicle towing	\$278.00	June 30
Ch. 28, Art. VII	Valet Parking	\$ 2 7 3 . 0 0 p e r l o c a t i o n	Twelve months
	Valet Parking Special Event Permit	\$64.00	
Ch. 28, Art. VIII	Licensing of Booting of Motor Vehicles	\$105.00	October 31
Ch. 30, Art. II	Taxicabs and liveries:		
	Taxicab business license	315.00	April 30
	Livery business license	315.00	April 30
	Taxicab driver's license	79.00	April 30

¹ Reflects city practice for junk dealers and pawnbrokers.
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Location in Code	Description	Fee	Expiration Date
	Taxi Replacement license	11.00	
	Livery driver's license	21.00	April 30
	Livery replacement license	11.00	
Ch. 30, Art. III	Horse-drawn cabs	210.00, plus 21.00 per driver	April 30
Ch. 30, Art. IV	Bicycle cabs	105.00, plus 21.00 per driver	April 30
Ch.30, Art. V	Tour companies	315.00, plus 32.00 per vehicle/operator operator	April 30
Ch. 35	Marijuana Cultivation - Tier 1	500.00	Twelve months/concurrent with state license
	Marijuana Cultivation - Tier 2	5,000.00	Twelve months/concurrent with state license
	Marijuana Cultivation - Tier 3	10,000.00	Twelve months/concurrent with state license
	Manufacturing - manual	2,500.00	Twelve months/concurrent with state license
	Manufacturing - high hazard	5,000.00	Twelve months/concurrent with state license

Location in Code	Description	Fee	Expiration Date
	Retail Marijuana - medical	5,000.00	Twelve months
	Retail Marijuana - adult use	10,000	Twelve months/concurrent with state license
	Small Scale Marijuana Caregiver	250.00	Twelve months
	Marijuana Testing	1,000.00	Twelve months/concurrent with state license

(b) Fees for licenses to be established by the city pursuant to state law shall be as follows:

Description	Fee	Expiration Date
Amusements, including images; pageantry; sleight of hand tricks; puppet shows; feats of balancing; wire dancing; personal agility; or dexterity	\$22.00	Per day
Billiards or pool, per table	\$33.00	Twelve months or concurrent with state liquor license or with any city license
Bowling alley, per establishment	\$92.00	April 30
Circus	\$181.00	Per day

Description	Fee	Expiration Date
Circus (bona fide nonprofit organization)	\$27.00	Per day
Going-out-of-business sale	\$104.00	--
Menageries	\$22.00	Per day
Motion picture theatres (other than open-air drive-in) operating more than six (6) months:		
Seating capacity 999 or less, per screen	\$295.00	June 30
Seating capacity 1,000 or more, per screen	\$486.00	June 30
Temporary--One (1) week or less	\$33.00	One week
Temporary--More than one (1) week but less than two (2) months	\$49.00	Two months
Temporary--More than two (2) months but less than six (6) months	\$77.00	Six months
Roller skating rink	\$164.00	June 30

(Code 1968, §§ 302.6, 414.1, 414.5, 712.2, 714.6, 714.7, 901.12; Ord. No. 391-72, 7-5-72; Ord. No. 201-74, 4-17-74; Ord. No. 645a-75, 11-17-75; Ord. No. 231-80, 12-22-80; Ord. No. 553-81, § 1, 3-2-81; Ord. No. 554-81, 3-2-81; Ord. No. 576-81, § 2, 3-16-81; Ord. No. 694-81, 5-18-81; Ord. No. 82-81, § 1, 7-6-81; Ord. No. 392-82, 2-1-82; Ord. No. 564-82, 5-17-82; Ord. No. 565-82, 5-17-82; Ord. No. 566-82, 5-17-82; Ord. No. 510-84, § 1, 4-2-84; Ord. No. 591, 5-21-84; Ord. No. 658-84, 5-30-84; Ord. No. 431-85, § 3, 2-20-85; Ord. No. 554-85, 5-14-85; Ord. No. 212-85, §§ 1, 2, 10-21-85; Ord. No. 116-86, § 1, 3-3-86; Ord. No. 551-86, 5-12-86; Ord. No. 189-87, § 2, 12-7-87; Ord. No. 386-88, 5-16-88; Ord. No. 425-89, 5-15-89; Ord. No. 29-89, 6-19-89; Ord. No. 258-90, 2-21-90; Ord. No.

351-90, 5-21-90; Ord. No. 264-91, 3-4-91; Ord. No. 358-91, 5-20-91; Ord. No. 183-91, 12-2-91; Ord. No. 175-92, 3-16-92; Ord. No. 245-93, 3-22-93; Ord. No. 83-93, § 1, 9-8-93; Ord. No. 94-93, 9-20-93; Ord. No. 221-94, § 2, 2-23-94; Ord. No. 314-94, 5-16-94; Ord. No. 229-95, 4-3-95; Ord. No. 34-95, 7-5-95; Ord. No. 264-96, § 1, 5-20-96; Ord. No. 128-98, 10-19-98; Ord. No. 282-99, §2, 5-17-99; Ord. No. 228-00, §1, 5-15-00; Ord. No. 276-01, 5-21-01; Ord. No. 277-01, 5-21-01; Ord. No. 119-01/02, § 6, 12-3-01; Ord. No. 258-01/02, 5-20-02; Ord. No. 260-01/02, 5-20-02; Ord. No. 246-02/03, 5-19-03; Ord. No. 248-02/03, 5-19-03; Ord. No. 180-03/04, 4-7-04; Ord. No. 217-03/04, 5-17-04; Ord. No. 68-04/05, 10-4-04; Ord. No. 247-04/05, 5-16-05; Ord. No. 245-05/06, 5-15-06; Ord. No. 227-06/07, 5-21-07; Ord. No. 196-07/08, 4-28-08; Ord. No. 246, 07-08, 5-19-08; Ord. No. 224-09/10, 5-17-10; Ord. No. 229-12/13, 5-20-13; Ord. No. 159-12/13, 4-22-13; Ord. 52-14/15, 9-15-2014;)Ord. 246-14/15, 6-24-2015; Ord. 109-15/16, 11-16-2015; Ord. 181-15/16, 3-21-2016; Ord. 180-15/16, 3-21-2016; Ord. 18-17/18, 8-21-2017; Ord. No. 111-17/18, 11-20-2017; Ord. No. 218-17/18, 5-21-2018; Ord. No. 244, 5-20-2019; Ord. No. 285-19/20, 7-15-2019; Ord. No. 25-19/20, 8-12-2019; Ord. No. 166-19/20, 5-18-2020; Ord. No. 152-19/20, 10-5-2020; Ord. No. 74-21/22, on 10-18-2021, retroactive to 9/13/2021)

Sec. 15-12.1. Waiver of fees.

The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines that the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city. Additionally, the Permitting and Inspections Department may waive or reduce the fee required of the nonprofit organization for a temporary food service establishment license when the organization demonstrates that it will retain 100 percent of the proceeds of the temporary sale of food.

(Ord. No. 527-82, 5-3-82; Ord. No. 230-12/13, 5-20-13; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Editor's note--Ord. No. 527-82, adopted May 3, 1982, added a new § 901.12A to the 1968 Code, which provisions, at the discretion of the editor, have been codified as § 15-12.1 of this Code.

Sec. 15-13. Supplementation of applications.

Whenever a license is in effect, the licensee shall be responsible for notifying the Permitting and Inspections Department in writing of any material change in facts set forth in the application for any license held from the city within seven (7) days thereafter. Failure to comply with this requirement shall be a violation of this chapter.

(Code 1968, § 901.13; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-14. Violations.

In addition to any action which may be taken by the Permitting and Inspections Department or the city council with respect to the suspension or revocation of a license:

(a) Violation of this chapter, or of any licensing provisions of the city governed by this chapter, or of any rule made pursuant thereto shall be a civil violation subject to the penalties of section 1-15; and

(b) The Permitting and Inspections Department is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

(Code 1968, § 901.14; Ord. No. 231-80, 12-22-80; Ord. No. 165-15/16, 3-7-2016; Ord. 18-17/18, 8-21-2017)

Sec. 15-14.5. Inspections.

(a) A licensee must allow any city official who is on duty access to the licensed premises at the same times and in the same manner as access is allowed to the public except that no entry fee may be charged.

(b) A licensee must also allow access to the licensed premises to any city official authorized to determine compliance with federal, state or city law at any reasonable time, including any time that access is allowed to the public.

(c) A violation of this section is grounds for license nonrenewal, suspension, or revocation, in addition to any other penalties authorized by this Code.

(Ord. No. 27-96, 7-15-96)

Editor's note--Ord. No. 27-96, passed Jul. 15, 1996, amended this Code by adding provisions to be included as § 15-15. Such provisions have been redesignated as § 15-14.5 at the discretion of the editor, inasmuch as other provisions were previously codified as § 15-15.

ARTICLE II. RESERVED*

***Editor's note**--Ord. No. 129-98, adopted Oct. 19, 1998, repealed Art. II, Divs. 1 and 2, §§ 15-15--15-20, relative to moratorium on liquor licenses, which derived from Ord. No. 325-92, §§ 1--3, adopted Apr. 23, 1992; Ord. No. 116-92, adopted Oct. 5, 1992; Ord. No. 103-95, adopted Nov. 6, 1995; and Ord.

No. 222-96, adopted May 6, 1996.

Sec. 15-15. Reserved.
Sec. 15-16. Reserved.
Sec. 15-17. Reserved.
Sec. 15-18. Reserved.
Sec. 15-19. Reserved.
Sec. 15-20. Reserved.

ARTICLE III. STATE LIQUOR LICENSES AND SPECIAL ENTERTAINMENT LICENSES

DIVISION 1. RENEWALS.

Sec. 15-21. Renewal hearings for state liquor licenses or name changes.

The City License Administrator is authorized to approve the renewal of State liquor licenses, name changes, or any changes in license classification other than a change allowing the sale of spirituous alcohol, without holding a hearing, unless the License Administrator determines that hearing is necessary, or has received a request from a member of the City Council or a City official for a hearing on a specific application. Hearings shall be held by the City Council.

(Ord. No. 146-96, 1-17-96; Ord. No. 98-03/04, 11-17-03; Ord. No. 285-19/20, 7-15-2019)

Sec. 15-22. Reserved.
Sec. 15-23. Reserved.
Sec. 15-24. Reserved.
Sec. 15-25. Reserved.
Sec. 15-26. Reserved.
Sec. 15-27. Reserved.
Sec. 15-28. Reserved.
Sec. 15-29. Reserved.
Sec. 15-30. Reserved.

***Editor's note-** Pursuant to Council Order 81-09/10, passed on October 19, 2009 repealed Article IV in its entirety and was replaced with Division 2 (Site restriction) and Division 3 (Training requirements).

DIVISION 2. SITE RESTRICTION.

Sec. 15-31. Site restrictions.

The City License Examiner shall not accept an application for a State liquor license of any type for a business that will be located on premises that are the same, or substantially the same, as premises that held a business for which a liquor license of any type was not renewed, for a period of one hundred and eighty (180) days following the later of the date of the non-renewal, or the date of a final decision in any appeal of the non-renewal. Any premises containing some but not all of the original premises shall be considered substantially the same as the original premises.

(Ord. No. 152-03/04, 2-23-04; Ord. No. 81-09/10, 10-19-09)

Sec. 15-32. Reserved.

Sec. 15-33. Reserved.

Sec. 15-34. Reserved.

Sec. 15-35. Reserved.

Sec. 15-36. Reserved.

Sec. 15-37. Reserved.

Sec. 15-38. Reserved.

Sec. 15-39. Reserved.

Sec. 15-40. Reserved.

DIVISION 3. TRAINING REQUIREMENTS

Sec. 15-41. Training requirements for individuals who serve alcohol.

Individuals who serve alcoholic beverages pursuant to a liquor license that allows the service of alcohol for consumption on the premises must complete a server training program certified by the state bureau of liquor enforcement no later than September 1, 2010, or within ninety (90) days of the commencement of his or her employment with a licensee if said employment begins within ninety (90) days of September 1, 2010 or thereafter.

(Ord. No. 81-09/10, 10-19-09)

Sec. 15-42. Record keeping.

Liquor licensees whose license allows the service of alcohol for consumption on the premises shall maintain on the licensed premises, or in the case of a caterer at the principle place of

business, written records of the server training programs completed by individuals who serve alcohol and shall produce those records upon request by the city license administrator, a member of the Portland police department, or an agent of the state bureau of liquor enforcement.
(Ord. No. 81-09/10, 10-19-09)

Sec. 15-43. Failure to meet training requirements.

Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. §653(2)(G).
(Ord. NO. 81-09/10, 10-19-09)

CHAPTER 35.

CHAPTER 35. MARIJUANA BUSINESSES.

Art. I. Temporary Adult Use Marijuana Testing Licenses, §35-1

Art. II. Administrative Provisions, §35-2 - 35-7

Art. III. Regulation of Marijuana Businesses

Div. 1. Applicability §35-8 - 35-11

Div. 2. General License Requirements, §35-12 - 35-23

Div. 3. Specific License Requirements, §35-24 - 35-31

Div. 4. Performance Standards, §35-32 - 35-46

ARTICLE I. TEMPORARY ADULT USE MARIJUANA TESTING LICENSES

35-1. Temporary Adult Use Marijuana Testing License.

(a) An adult use marijuana testing facility may apply for a temporary license to conduct business so long as all of the following criteria are met:

1. The applicant has received a conditional license from the State of Maine;
2. The testing facility has received site plan approval and/or a building permit for either an adult use or medical marijuana testing facility;
3. The applicant has designated an emergency contact who is available to respond to all emergency contacts by the City within one hour and to non-emergency contact by the City within 24 hours;
4. The facility will have security features sufficient to prevent the diversion of marijuana and marijuana products, and to protect the health and safety of owner, patrons, City officials, and the public;
5. The facility will have waste disposal measures sufficient to prevent diversion of marijuana or marijuana product, and to prevent contamination of land, water, and sewer;

6. The facility will mitigate odor in such a manner so as to eliminate the smell of marijuana at the property boundary or at any adjoining use of the property, whichever is closer;
7. The applicant has provided a floor plan for the facility;
8. The applicant has provided an operations plan for the facility; and
9. The applicant has disclosed all chemicals, solvents, and similar substances to be used in the facility.

(b) Except as otherwise provided in this section, the provisions of Chapter 15 shall apply to all licenses applied for and issued under this Section.

(c) Any temporary license granted under this section will expire six months after the effective date of an ordinance that provides for full licensing of adult use marijuana testing facilities. After the expiration of any temporary license, a testing facility must cease operations unless and until it obtains a full license under the relevant ordinance. The granting of a temporary license under this section shall not automatically entitle an adult use marijuana testing facility to a full license, and an adult use marijuana testing facility must meet all requirements of the relevant ordinance.

(d) Applicants for a temporary license shall pay a \$500 application fee. If the applicant subsequently applies for a full license within the same twelve-month period, the application fee for the full license shall be waived, but the applicant shall be required to pay the licensing fee. Any full license will be dated back to the initial date of the temporary license.

(e) This section will expire six months after the effective date of an ordinance that provides for licensing of adult use marijuana testing facilities.

(Ord. No. 162-19/20, 4-27-2020)

ARTICLE II. ADMINISTRATIVE PROVISIONS

35-2. Definitions.

Except as otherwise specified, the definitions in Chapter 14 shall apply to this Chapter.

Disqualifying conviction shall mean any of the following: (1) any felony conviction where the conviction or completion of any sentence, whichever is more recent, has been completed within the last ten years; or (2) any conviction for a drug related crime other than a felony, but not including convictions for marijuana related crimes, where the conviction or completion of any sentence, whichever is more recent, has been completed within the last five years.

Disqualifying violation shall mean, within the previous five years, the non-payment or late payment greater than 30 days of any tax or fee on more than one occasion; any citation for licensing, land use, life safety, building, fire, health, or similar violation that was not corrected within the timeframe required by the City; any suspension, revocation, or denial of any license or permit; any false statement on a City form or application; and any other significant failure to comply with City ordinances. Disqualifying violations shall not include parking tickets. Disqualifying violations shall not include late payments greater than 30 days of any taxes or fees that occurred during the period of the COVID-19 pandemic between March 30, 2020 and September 30, 2020 provided that all outstanding balances have been paid in full by October 16, 2020.

Manual processing shall include the extraction, processing, or manufacturing of marijuana using only mechanical methods that do not involve the use of chemicals or solvents other than water or ice; and the infusion of marijuana in typical cooking fats and food additives.

Marijuana means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined in 7 M.R.S. §2231(1), or a marijuana product.

Marijuana business shall mean any individual or entity cultivating, harvesting, manufacturing, processing, testing, selling or transferring, delivering, or otherwise engaging in any activity with respect to marijuana for profit within the City.

This shall include registered dispensaries, but shall not include (1) individuals cultivating and processing marijuana for their personal consumption; or (2) caregivers who are not required to be registered pursuant to 22 M.R.S. Chapter 558-C.

Mobile sales shall include sales directly from motor vehicles or vessels, tours, catering, or temporary off-site sales (including but not limited to "pop-up" events, farmer's markets, fairs, festivals, concerts, trade shows, or similar). Mobile sales shall not mean authorized deliveries from licensed businesses.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 108-20/21, effective 7-1-2020; Ord. No. 44-23/24, 10-16-2023)

35-3. Enforcement.

(a) This Chapter shall be enforced by the City Manager and his/her designee(s).

(b) Each day that a violation of this Chapter exists shall be a civil violation subject to the following:

1. *Civil penalties.* Each violation of this Chapter shall be subject to civil penalties in the minimum amount of \$100 and the maximum amount of \$2,500 per day that the violation has existed. However, the maximum amount of civil penalties may be increased where:
 - a. There has been a previous violation or judgment against the same party within the past two years for a violation of this Article, except that the maximum civil penalties may not exceed \$25,000 per day; or
 - b. The economic benefit resulting from the violation exceeds the applicable penalties, except that the maximum civil penalty may not exceed an amount equal to twice the economic benefit resulting from the violation.
2. *Posting against occupancy.* In addition to any other remedies provided by this Code, the City may take all necessary steps to immediately shut down any marijuana business and post the business and the space that it occupies against occupancy for any of the following violations:
 - a. Operating a marijuana business without a valid City and state license;

- b. Failure to allow entrance and inspection to any City official on official business after a reasonable request;
- c. Allowing the use or consumption of marijuana or marijuana products on the premises of the marijuana business; and
- d. Any other violation that the City determines has the potential to threaten the health and/or safety of the public, including significant fire and life safety violations.

(c) The City Manager or his/her designee is authorized to cause to be instituted by the corporation counsel, in the name of the City, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Chapter.

(d) If the City is the prevailing party in any legal action to enforce this chapter, the municipality must be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust.

(Ord. No. 166-19/20, 5-18-2020)

35-4. Appeals.

Appeals of decisions made pursuant to this Chapter shall be as follows:

(a) An appeal from a decision to issue, issue with conditions, deny, or revoke a license pursuant to Article III may be appealed to Superior Court pursuant to M.R. Civ. P. 80B by a party with standing.

(b) An appeal from any notice of violation, suspension, revocation, or similar enforcement action under this Chapter may be appealed to the City Manager or his/her designee by a party with standing within ten business days of the written decision taking such action. An appeal from any decision of the City Manager may be appealed to Superior Court pursuant to M.R. Civ. P. 80B.

(Ord. No. 166-19/20, 5-18-2020)

35-5. Reserved.

35-6. Reserved.

35-7. Reserved.

(Ord. No. 166-19/20, 5-18-2020)

ARTICLE III. REGULATION OF MARIJUANA BUSINESSES

DIVISION 1. APPLICABILITY

35-8. Applicability.

This Article will apply to the operation of any marijuana business, as defined, within the City.

(Ord. No. 166-19/20, 5-18-2020)

35-9. Reserved.

35-10. Reserved.

35-11. Reserved.

(Ord. No. 166-19/20, 5-18-2020)

DIVISION 2. GENERAL LICENSE REQUIREMENTS

35-12. Licensing Requirements.

(a) Chapter 15 to apply. Except as otherwise provided in this Article, the provisions of Chapter 15 shall apply to all licenses applied for and issued under this Article.

(b) Operating without a license prohibited. No individual or entity may operate a marijuana business within the City without first obtaining a license from the City.

(c) Burden of proof. The applicant for any license under this Article bears the burden of proving that all qualifications for licensure have been satisfied.

(d) Current information. Any applicant or licensee must keep all information disclosed in their application current and must notify the City of any change in information within ten business days of any such change.

(e) No vested rights. No person shall have any entitlement or vested right to a license under this Article, and operating a marijuana business is a privilege and not a right in the City.

(f) Licenses not transferable. Licenses issued pursuant to this Article are not transferable. However, retail and dispensary licenses shall be transferable in accordance with Sec. 35-43 until the effective date of federal legislation allowing federally regulated financial institutions to serve marijuana businesses, or

the removal of the cap on marijuana retail stores and dispensaries in Sec. 35-43(i).

(g) Multiple licenses. An individual or entity may hold multiple licenses under this Article, except that an individual or entity may not hold more than one retail and/or dispensary license, or have an interest in an entity that holds more than one retail and/or dispensary license, until after January 1, 2025.

(Ord. No. 166-19/20, 5-18-2020)

35-13. License Types.

The City has established the following license types for marijuana businesses:

(a) Cultivation - Tier 1. A tier 1 marijuana cultivation license shall allow the license holder to cultivate up to 500 sq. ft. of marijuana plant canopy, and to sell harvested, unprocessed marijuana, marijuana plants, or seedlings at wholesale.

(b) Cultivation - Tier 2. A tier 2 marijuana cultivation license shall allow the license holder to cultivate up to 2,000 sq. ft. of marijuana plant canopy, and to sell harvested, unprocessed marijuana, marijuana plants, or seedlings at wholesale.

(c) Cultivation - Tier 3. A tier 3 marijuana cultivation license shall allow the license holder to cultivate more than 2,000 sq. ft. of marijuana plant canopy, and to sell harvested, unprocessed marijuana, marijuana plants, or seedlings at wholesale.

(d) Dispensary. A dispensary license shall allow a registered dispensary to sell marijuana in accordance with Title 22, Chapter 558-C of the Maine Revised Statute.

(e) Manufacturing - Manual. A manual manufacturing license shall allow the license holder to manufacture marijuana using manual processing only.

(f) Manufacturing - High Hazard. A high hazard manufacturing license shall allow the license holder to manufacture marijuana using chemicals and solvents in addition to manual processing methods.

(g) Retail - Medical. A medical marijuana retail license shall allow a registered caregiver to sell marijuana in accordance with Title 22, Chapter 558-C of the Maine Revised Statutes.

(h) Retail - Adult Use. An adult use marijuana retail license shall allow the license holder to sell adult use marijuana in accordance with Title 28-B of the Maine Revised Statutes.

(i) Small Scale Caregiver. A small scale caregiver license shall allow a registered caregiver to engage in the business of a small scale caregiver, as defined in Chapter 14, including cultivation, manual processing, and limited sales to patients, as defined.

(j) Testing. A marijuana testing license shall allow the license holder to engage in the business of testing medical and/or adult use marijuana for third parties.

(Ord. No. 166-19/20, 5-18-2020)

35-14. Licensing Procedure.

(a) Applications submission. All applications for licenses under this Article shall be submitted to the Business Licensing Office on forms provided by the City, and shall include all required information, attachments, and fees. No application will be considered unless and until it is complete, as determined by the Business Licensing Office.

(b) Review and recommendation by City departments. The following City departments shall review all applications and recommend whether to issue, issue with conditions, or deny the permits applied for.

1. The Permitting and Inspections Department shall review all applications for compliance with this Article, Chapters 6, 14, 10, and 15 of this Code, as applicable, and all other matters within its purview.
2. The Police Department shall review the security plans submitted by each applicant, as well as any disqualifying convictions of the applicant and associated individuals, and all other matters within its purview.
3. The Fire Department shall review all applications as to compliance with Chapter 10 of this Code, other fire and life safety concerns, and all other matters within its purview.
4. Other City staff or departments shall review and provide recommendations on applications as necessary to adequately evaluate the applications.

(c) Hiring of third party professionals. Where the City determines that it is necessary for an applicant to hire a third party professional to complete any portion of the application, the City may require an applicant to hire a professional with qualifications sufficient to satisfy the City.

(d) City consultation with third party experts. Where the City determines that it is necessary for the City to consult with a third party expert on an application or portion of an application, it may do so and charge the costs of that third party expert consultation to the applicant. Before doing so, however, the City shall give notice to the applicant of its determination of need, including the basis for that determination; the third-party that the City proposes to engage; and the estimated fee for the third-party consultation. The applicant shall have the opportunity to provide feedback to the City on its determination before the City engages the third party.

(e) Licensing decisions. Applications for any license shall be granted, granted with conditions, or denied by the City Manager or his/her designee. Conditions may be imposed on any license issued pursuant to this Article, as necessary to protect the health, safety, and welfare of the public.

(f) Allocation of retail licenses. Retail licenses shall be considered as follows:

1. The City Manager shall establish an opening date and a closing date for applications in the initial year in which licenses become available. This shall be considered the First Round of applications for retail licenses.
2. Upon submission of an application for a given round of licensing, the City will perform a completeness review and establish that the applicant has a complete application and meets the minimum qualifications.
 - a. If the application is complete and the applicant meets the minimum qualifications, the City will assign the application a numerical score based on the criteria outlined in subsection (f)(3) below.
 - b. If the application is incomplete, the applicant will be notified of the incompleteness and given one week to correct any incompleteness. If the application is still incomplete after that time,

the City will reject the application. The applicant may reapply, but any second or subsequent application will be treated as a new application.

3. Notwithstanding the cap in Sec. 35-43(i), and the dispersal requirements in Sec. 35-43(h), all qualified applicants who submit a complete application in the First Round of licensing shall be awarded tentative approval for a marijuana retail license. After the First Round, no additional licenses shall be awarded until the number of licensees falls below the cap, and all new licensees must meet the dispersal requirements and all other requirements of this Code.
4. Applicants with the highest point totals shall be chosen first for tentative approval for a license. Where two or more applicants cannot be awarded tentative approval due to either the 100' dispersal requirement, or other limitations in this ordinance, tentative approval will be awarded, as between those two or more applicants, based on a lottery.
5. If the application is tentatively approved, the applicant will have one year from tentative approval to open the retail business, including obtaining all final state and local approvals, building permits and approvals, certificates of occupancy, and any other local approvals or permits necessary to operate. If the applicant fails to meet the one-year deadline, it forfeits its tentative approval. The applicant may reapply, but any second or subsequent application will be treated as a new application. This paragraph shall not be construed to require a licensee to make retail sales.
6. A licensee who has its license revoked, or who fails to timely renew its license, shall forfeit its right to renew its retail license. The licensee may reapply, but any second or subsequent application will be treated as a new application.
7. Licensees who have a medical marijuana retail license may convert to an adult use retail license, so long as they meet the requirements for such license and pay the licensing fees. Licensees who have an adult use retail license may convert to a medical marijuana retail license, so long as they meet the requirements for such

license and pay the licensing fees. A licensee who chooses to convert its license will be treated as a renewal license, and not a new applicant for purposes of the dispersal requirement. Applicants with a pending application for a medical marijuana retail license may convert to an adult use retail application. Applicants with a pending application for an adult use retail license may convert to an application for a medical marijuana retail application. An applicant who chooses to convert its application will not be treated as a new applicant for purposes of the dispersal requirement outlined in Sec. 35-43.

8. Following the First Round of applications, the City Manager shall accept future applications on a first-come-first-served basis and may maintain a wait list for up to one year. However, if there are two or more applications that are submitted on the same business day and that cannot all be granted due to some limitation in this Chapter, any available license shall be awarded by lottery.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 105-20/21, 11-9-2020; By Referendum, 11-3-2020; Ord. No. 261-21/22, 8-8-2022)

35-15. License Application.

Applications for all licenses under this Article shall be on forms provided by the City. In addition to any other information deemed necessary by the City, applicants shall provide the following information:

(a) *General application.*

1. The name, mailing address, physical address, and phone number of the business, as well as any other available contact information, including email address, fax number, website, etc.
2. The name, mailing address, phone number, and email address of the following:
 - a. The individual or corporate owner of the marijuana business;
 - b. A community relations liaison, as described in Sec. 35-33;

- c. A person with a physical address in the City who is authorized to accept service of process on behalf of the marijuana business; and
 - d. An emergency contact, as described in Sec. 35-33.
- 2. A general description of the business, including hours of operation, type of business, etc.
 - 3. The license being applied for.

(b) *Corporate entity supplement.* Where the marijuana business is a corporate entity, the applicant must disclose the name, mailing address, phone number, and email address of each and every individual or corporate owner, officers, directors, managers, general partners, shareholders, and/or other parties responsible for the marijuana business.

(c) *Background check information and consent.* Where a background check of any kind is required by this Code, the applicant must provide all relevant information sufficient to conduct the background check, as well as any necessary consents.

(d) *Landlord permission.* Notarized, written permission from the owner of the property where the marijuana business proposes to operate for the applicant to operate the marijuana business for which the applicant is applying, or a copy of a fully executed lease agreement specifically allowing the use of the leased space to be used as they type of marijuana business applied for.

(e) *State authorizations.* Applicants must provide evidence of all required state authorizations, including evidence of a caregiver registration in good standing, a conditional license pursuant to Title 28-B, food license, and any other required state authorizations.

(f) *Security plan.* A security plan, which shall be kept confidential, and which shall be sufficient to prevent the diversion of marijuana and marijuana products, and to protect the health and safety of owner, patrons, City officials, and the public.

- 1. The security plan shall, at a minimum, address all of the security requirements included in Sec. 35-36.
- 2. The City may require any reasonable modifications to the security plan that it deems necessary to prevent diversion and protect the public safety.

3. A copy of the approved security plan shall be maintained at the licensee's site at all times and shall be made available to any City representative upon request. Any modifications to the security plan before or after licensing must be reviewed by the Police Department.

(g) *Waste disposal plan.* A waste disposal plan, which shall be sufficient to prevent diversion of marijuana or marijuana product, and shall be sufficient to prevent contamination of land, water, and sewer; and

1. The waste disposal plan shall, at a minimum, address all of the waste disposal requirements included in Sec. 35-39, and all waste disposal requirements otherwise included in this Code, including, but not limited to, Chapters 24 and 32.
2. The City may require any reasonable modifications to the waste disposal plan that it deems necessary.

3. A copy of the approved waste disposal plan shall be maintained at the licensee's site at all times and shall be made available to any City representative upon request. Any modifications to the waste disposal plan before or after licensing must be reviewed and approved by the City.

(h) *Odor mitigation plan.* An odor mitigation plan, which shall be sufficient to eliminate the smell of marijuana at the property boundary or at any adjoining use of the property, whichever is closer.

1. The odor mitigation plan shall at a minimum, address all of the odor mitigation requirements included in Sec. 35-40.
2. The City may require any reasonable modifications to the odor mitigation plan that it deems necessary, including requiring that the plan be designed by a qualified, licensed professional engineer.
3. A copy of the approved odor mitigation plan shall be maintained at the licensee's site at all times and shall be made available to any City representative upon request. Any modifications to the odor mitigation plan before or after licensing must be reviewed and approved by the City.

(i) *License specific requirements.* A licensee must provide the additional information specific to the license being applied for, as described in Sec. 35-24 through 35-28.

(j) Any other information that the City Manager decides is necessary to evaluate an application under this Article.

(Ord. No. 166-19/20, 5-18-2020)

35-16. Performance Guarantee Required.

(a) For all marijuana businesses, other than small scale caregivers and marijuana testing facilities, a performance guarantee shall be required in the amount of the cost of winding down the marijuana business, including proper disposal of all marijuana, marijuana plants, and marijuana product; disposal of chemicals and solvents; disposal of specialized equipment; and resolution of any outstanding compliance issues.

(b) The performance guarantee shall be supplied before the issuance of the final license.

(c) This requirement may be satisfied by surety bond, letter of credit, escrow account, or by evidence, acceptable to the City, of the financial and technical ability and commitment of the applicant or its agents to wind down the business in full compliance with all federal, state, and local requirements.

(d) At the sole discretion of the City Manager or his/her designee, the marijuana business may be released from its obligation to maintain the performance guarantee after three years of successful and responsible operation of the marijuana business in a manner acceptable to the City.

(Ord. No. 166-19/20, 5-18-2020)

35-17. Fees and Costs.

(a) The initial application fee, annual licensing fee, and expiration date for licenses issued under this Article shall be as listed in Chapter 15 of this Code. Application fees shall be due only for the initial application, or any time that the applicant makes substantial changes to the licensed business and requires re-approval.

(b) Applicants shall also be responsible for paying the City's reasonable expenses associated with the review of an application, including:

1. Any required criminal background checks;

2. Any costs of notification; and
3. The cost of any independent, third-party review, where the City determines it is necessary to effectively evaluate an application.

(c) Application fees and any expenses charged pursuant to this section shall be non-refundable.

(d) Upon request of the applicant, the annual licensing fee may be refunded if the applicant 1) withdraws its application prior to the granting of the license; 2) is denied a marijuana business license; or 3) notifies the City that it is abandoning its license prior to opening the marijuana business. Refunds must be requested within 60 days of withdrawal, denial, or abandonment.

(Ord. No. 166-19/20, 5-18-2020)

35-18. Minimum Qualifications for Individual Applicants.

All natural persons who apply for a license under this Article shall meet all of the following requirements:

- (a) Be at least 21 years of age;
- (b) Not have any disqualifying convictions or currently be subject to prosecution for any disqualifying conviction;
- (c) Not have any disqualifying violations;
- (d) Not have been an owner, officer, director, manager, general partner, shareholder, or other responsible party in any corporate entity with disqualifying violations within the past two years;
- (e) Not have any revocation or suspension of a marijuana-related license, permit, certificate, or registration;
- (f) Not be employed by any state agency or City department with regulatory authority over the marijuana business, including the City Executive Department, Police Department, Permitting and Inspections Department, Planning Department, Fire Department, and Corporation Counsel's Office; and
- (g) Not be a law enforcement officer.

(Ord. No. 166-19/20, 5-18-2020)

35-19. Minimum Qualifications for Corporate Applicants.

All corporate or other entities who apply for a license under this Article shall meet all of the following requirements:

- (a) Be formed or organized under the laws of the State of Maine;
- (b) Be in good standing with the Maine Secretary of State;
- (c) Not have any disqualifying violations within the past two years; and
- (d) Have all officers, directors, managers, and general partners be natural persons who meet the minimum requirements for an individual applicant in 35-18 above.

(Ord. No. 166-19/20, 5-18-2020)

35-20. Suspension and Revocation.

(a) Grounds for suspension. In addition to the grounds for suspension enumerated in Chapter 15, the following shall be grounds for suspension of a license pursuant to this Article:

- 1. Any event or condition that would have disqualified an applicant from obtaining an original license, until that disqualification is resolved to the satisfaction of the City;
- 2. The licensee has failed to timely supplement its license information, as required;
- 3. The licensee has failed to file any required reports or furnish any information, as required; and
- 4. The licensee has knowingly permitted, encouraged, failed to prevent, or failed to remedy a violation of this Article.

(b) Length of suspension. Any first suspension pursuant to this Article may not exceed six months after the resolution of the condition that formed the grounds for suspension. Any second and subsequent suspensions may not exceed one year after the resolution of the condition that formed the grounds for suspension.

(c) Grounds for revocation. In addition to the grounds for revocation enumerated in Chapter 15, the following shall be grounds for revocation of a license pursuant to this Article:

- 1. Failing to timely remedy any condition in (a) above;

2. Repeated significant violations of this Article; and
3. Any event that would have disqualified the license from initially obtaining a license.

(d) Length of revocation. Any license revocation shall prohibit the licensee from being an owner, officer, director, manager, general partner, shareholder, and/or otherwise responsible for any marijuana business for one year after the resolution of the condition that formed the grounds for revocation.

(e) Procedures for suspension or revocation. Suspension or revocation proceedings shall be conducted by the Permitting and Inspections Department pursuant to the following procedures:

1. Prior to suspension or revocation, a licensee shall be given notice of the reasons that the City is considering the action and an opportunity to be heard.
2. Where the reason for suspension or revocation could reasonably threaten health, safety, and/or welfare, a license may be suspended without notice and hearing, so long as notice and an opportunity to be heard is provided as soon as practicable.
3. Suspensions or revocations will be issued in writing.

(Ord. No. 166-19/20, 5-18-2020)

35-21. Reserved.

35-22. Reserved.

35-23. Reserved.

(Ord. No. 166-19/20, 5-18-2020)

DIVISION 3. SPECIFIC LICENSE REQUIREMENTS

35-24. Cultivation Licenses.

In addition to the requirements provided elsewhere in this Article, an applicant for any tier of cultivation license must also provide the following:

- (a) The amount of plant canopy to be grown;
- (b) Floor plans, including the location of mature, immature, and seedling plants, storage areas, office areas, etc.;

(c) Operations plan, including growing and fertilizing methodology, inventory control, transportation, overview of policies and procedures, and similar information;

(d) Quality control plan detailing the testing protocols and schedules to ensure the safety of the marijuana being cultivated;

(e) Disclosure of chemicals, fertilizer, pesticides, and similar substances - whether organic or synthetic - to be used in the cultivation process, the quantities of such substances, and the Safety Data Sheets for any covered products to be used in the operation;

(f) Written certification by a qualified engineer that the cultivation facility, equipment, and operation meet all requirements of Chapter 38 of NFPA 1, as adopted by Chapter 10 of this Code;

(g) Written certification by a Maine certified Master Electrician that the cultivation facility and operation meets all electrical standards adopted by the State of Maine and/or the City; and

(h) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;
2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 44-23/24, 10-16-2023)

35-25. Manufacturing Licenses.

In addition to the requirements provided elsewhere in this Article, an applicant for a manufacturing license must also provide the following:

(a) Description of manufacturing processes to be used, including extraction methods;

(b) Floor plans, including the location of processing equipment, storage areas for marijuana, chemicals and solvents, and other items; office areas, etc.;

(c) Operations plan, including intake and inventory control, transportation, overview of policies and procedures, and similar information;

(d) Quality control plan detailing the testing protocols and schedules to ensure the safety of the products being manufactured;

(e) Disclosure of chemicals, solvents, and similar substances to be used in the cultivation process, the quantities of such substances, and the Safety Data Sheets for any covered products to be used in the operation;

(f) Written certification by a certified professional engineer, licensed by the State of Maine, that the manufacturing facility, equipment, and operation meet all requirements of Chapter 38 of NFPA 1, as adopted by Chapter 10 of this Code;

(g) Written certification by a Maine certified Master Electrician that the manufacturing facility and operation meets all electrical standards adopted by the State of Maine and/or the City;

(h) Where a licensee will manufacture food or food products, the licensee must also provide proof of licensing pursuant to the Maine Food Code and Chapter 11 of this Code; and

(i) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;
2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 44-23/24, 10-16-2023)

35-26. Retail and Dispensary Licenses.

In addition to the requirements provided elsewhere in this Article, an applicant for a retail license must also provide the following:

(a) Total square footage of the facility under the control of the applicant and dedicated to the retail facility or dispensary and ancillary activities;

(b) Floor plans, including the location of retail space, storage areas for marijuana products, areas dedicated to the sale of non-marijuana products, office areas, etc.;

(c) Operations plan, including overview of policies and procedures, including policies and procedures to prevent sales to minors, and similar information;

(d) Documentation that the marijuana retail facility or dispensary meets the dispersal requirements of Sec. 35-43; and

(e) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;

2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 44-23/24, 10-16-2023)

35-27. Small Scale Caregiver License.

In addition to the requirements provided elsewhere in this Article, an applicant for a small scale caregiver license must also provide the following:

(a) Total square footage dedicated to the small scale caregiver use;

(b) Total plant canopy;

(c) Floor plans, including the location of mature, immature, and seedling plants, storage areas, office areas, etc.;

(d) Quality control plan detailing the testing protocols and schedules to ensure the safety of the products being manufactured;

(e) Operations plan, including overview of policies and procedures, including policies and procedures to prevent sales to minors and to ensure that the small scale caregiver operation does

not exceed the five patients in one calendar month, and similar information; and

(f) If the applicant intends to offer mobile delivery (if permissible under their State license), applicant must complete a mobile security form available through Permitting and Inspections, and must provide proof of the following:

1. Copy of Current registration and motor vehicle insurance for any vehicle which could be used for any mobile operations of the marijuana business;
2. Copy of valid driver's license for all listed employees who could potentially be conducting mobile operations.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 44-23/24, 10-16-2023)

35-28. Marijuana Testing License

In addition to the requirements provided elsewhere in this Article, an applicant for a retail license must also provide the following:

(a) Floor plans, including the location of testing equipment; storage areas for marijuana samples, chemicals and solvents, and other items; office areas, etc.;

(b) Operations plan, including intake and inventory control, transportation, overview of policies and procedures, and similar information; and

(c) Disclosure of chemicals, solvents, and similar substances to be used in the testing process, the quantities of such substances, and the Safety Data Sheets for any covered products to be used in the operation.

(Ord. No. 166-19/20, 5-18-2020)

35-29. Reserved.

35-30. Reserved.

35-31. Reserved.

(Ord. No. 166-19/20, 5-18-2020)

DIVISION 4. PERFORMANCE STANDARDS.

35-32. Applicability.

Except where otherwise indicated, the performance standards in this Division shall apply to all marijuana businesses.

(Ord. No. 166-19/20, 5-18-2020)

35-33. Cooperation with municipal officials.

(a) The City Manager's designees shall be permitted to enter any marijuana business during regular business hours for the purpose of making inspections, and examining and copying records.

(b) Each and every person responsible for the management or control of the marijuana business must afford free access to every part of such establishment and to render all aid and assistance necessary to enable the City to make a full, thorough and complete examination thereof to determine compliance with this Article.

(c) Each marijuana business shall designate a community relations liaison, who shall be responsible for receiving and responding to inquiries from, and reasonably addressing concerns raised by, members of the public and other individuals.

(d) Each marijuana business shall designate an emergency contact who shall respond to all non-emergency contacts by the City within 72 hours of contact, and to any emergency contact by the City within two hours of contact.

(Ord. No. 166-19/20, 5-18-2020)

35-34. Record retention Requirements.

In addition to those records required to be kept and maintained by the State of Maine, all marijuana business licensee shall also keep the following records:

(a) Invoices of all purchases for the previous two years demonstrating the source of those purchases;

(b) Receipts of all sales for the previous two years;

(c) Testing results, if any, for the previous two years;

(d) A copy of all current state and local licenses; and

(e) Information about each concern addressed to the community relations liaison, including the date and time of the contact; the substance of the concern raised; the contact information of the originator of that contact; the date and time of the licensee's response; and the substance of the response.

(Ord. No. 166-19/20, 5-18-2020)

35-35. Compliance with Approvals.

All licensees under this Article shall comply with their approved plans, including security plans, waste disposal plans, operating plans, odor mitigation plans, and any other plans that are submitted to and approved by the City.

(Ord. No. 166-19/20, 5-18-2020)

35-36. Security Requirements.

All marijuana businesses must implement the following minimum security requirements, which shall also be incorporated into a security plan.

(a) Building security. All fixed locations for a marijuana business shall have the following:

1. Exterior lighting sufficient to deter nuisance activity and facilitate surveillance but not disturb neighbors.
2. A new or existing intrusion alarm system that is professionally monitored by a third party monitoring company and maintained in good working condition. The intrusion alarm system must include a panic button(s) that has the capability of transmitting its signal via City of Portland AES system directly to the City Dispatch Center.
3. Interior electronic monitoring and video cameras. Electronic monitoring and video camera recording records must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request.
4. Exterior electronic monitoring and video cameras. Electronic monitoring and video camera recording records must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request.
5. Consistent and systematic prevention of loitering.
6. Facilities approved by the Police Department or its third party designee for securing cash and all marijuana product packaged for sale as further detailed in regulations to be promulgated by the City Manager.

Regulations shall require facilities sufficient to provide for the safety of employees and the public, and to prevent employee and third party theft and diversion.

7. Any other security features that the Police Department deems necessary to ensure public safety and prevent theft and illegal transfer of marijuana.

(b) Mobile security. All mobile operations of a marijuana business, including pick-ups and deliveries of samples for testing, wholesale products, authorized deliveries, and similar functions shall have the following security:

1. The vehicle may not have identifying marks associating the vehicle with a marijuana business; and
2. The vehicle must have video cameras showing the interior of the vehicle, as well as the exterior of the vehicle, and recordings must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request.

(Ord. No. 166-19/20, 5-18-2020; Ord. No. 261-21/22, 8-8-2022; Ord. No. 44-23/24, 10-16-2023)

35-37. Responsibility for Employees, Guests, and Customers.

(a) A marijuana business shall be responsible for all individuals on their premises.

(b) A marijuana business shall not sell any marijuana product to, or allow an individual to enter or to remain on their premises, who is

1. Disorderly;
2. Intoxicated;
3. A threat to safety; or
4. Has consumed or attempted to consume marijuana on the premises.

(Ord. No. 166-19/20, 5-18-2020)

35-38. Information disclosure requirements.

(a) A copy of the business license issued pursuant to this Article must be prominently displayed at each location of the marijuana business.

(b) The business license number issued to each marijuana business must be clearly disclosed in all written advertising, marketing, and promotional materials.

(c) Each marijuana business must disclose the telephone number of its community relations liaison, after the statement, "For questions or concerns contact [number]" in all written advertising, marketing, and promotional materials; and must be prominently displayed at each location of the marijuana business.

(d) A sign, prominently displayed near the entrance to the marijuana business stating the minimum age to enter the business and, if a retail store, the minimum age to purchase products from the retail store.

(Ord. No. 166-19/20, 5-18-2020)

35-39. Waste Disposal Requirements.

(a) No marijuana, marijuana products, marijuana plants, or other marijuana waste may be stored outside, other than in secured, locked containers.

(b) No marijuana, marijuana products, marijuana plants, or other marijuana waste may be disposed of unless and until it has been modified such that it is not useable.

(c) All waste and wastewater from any marijuana facility must be treated such that it will not create excessive odors, contamination, or pollution.

(d) No waste from a marijuana business may be disposed of in residential trash.

(Ord. No. 166-19/20, 5-18-2020)

35-40. Odor Mitigation Requirements.

The smell of marijuana shall not be detectable at the property boundary and/or at any adjoining use of the same property. A marijuana business licensee is responsible for taking any and all measures necessary to ensure that this standard is met.

(Ord. No. 166-19/20, 5-18-2020)

35-41. Labeling.

Any marijuana business that sells marijuana or marijuana products at retail, must label all products as follows:

(a) All marijuana must be in labeled containers meeting the requirements of this section.

(b) All required statements must be in a font and size that is readily legible to the average person.

(c) Where applicable, the label must contain the following:

1. A statement that the marijuana or marijuana product contains THC;
2. If the marijuana or marijuana product has been tested for quality, purity, or potency, and any such representations are made about the marijuana or marijuana product, the following must be disclosed in close proximity to that representation:
 - a. The name, location, and license number of the testing facility
3. If the marijuana or marijuana product has not been tested for quality, purity, and/or potency by an independent third party, a statement that the product has not been tested for quality, purity, and/or potency.

(Ord. No. 166-19/20, 5-18-2020)

35-42. Limitations on the Production and Sale of Marijuana Food Products.

The following limitations apply to the manufacture and sale at wholesale or retail of food or beverage products containing marijuana:

(a) Marijuana products may not be manufactured or sold in a shape or design that is intended to appeal to minors;

(b) Marijuana or marijuana derivatives may not be added to commercially available products that do not otherwise contain marijuana; and

(c) Marijuana food and beverage products may not be manufactured, processed, or packaged in the same kitchen or room, or using the same equipment, as non-marijuana food and beverage products.

(Ord. No. 166-19/20, 5-18-2020)

35-43. Additional Retail Store and Dispensary Requirements.

Marijuana businesses licensed pursuant to this Article must also meet the following performance standards:

(a) Hours of operation. Marijuana retail stores and dispensaries may only be open to the public between the hours of

7:00 a.m. and 10:00 p.m. daily, and no sale or other distribution of marijuana may occur on the premises outside of those hours.

(b) Age restrictions.

1. A medical marijuana retail store may not allow any individual under the age of 18 to enter their premises, including as an employee.
2. An adult use marijuana retail store may not allow any individual under the age of 21 to enter their premises, including as an employee.
3. Any delivery made under this Article must be to an adult 21 years of age or older or to a qualifying medical patient under Maine law.

(c) On-premises consumption of any marijuana products is not permitted.

(d) Other uses prohibited. Marijuana retail stores and dispensaries may only not have the following uses ~~other than marijuana retail or other retail~~ on the premises:

1. Licensed marijuana retail sales and licensed marijuana dispensary sales; , including entertainment or restaurant uses, except that the
2. Sales of pre-packaged, ready-to-eat foods that are not prepared on site, subject to a FSE (food service establishment) - "No food preparation on premises" license;
3. Sales and of ready-to-drink non-alcoholic beverages, shall be allowed provided the applicant has an subject to a FSE - "No food preparation on premises" license; appropriate food service license.
4. Sales of non-alcoholic beverages prepared on site subject to a FSE - "With preparation limited to non-alcoholic beverages only" license.

(e) Education requirements.

1. Marijuana retail stores and dispensaries must have a sign, prominently displayed by the point of sale, informing customers of:
 - a. The dangers of over consumption;

- b. The impact that marijuana has on brain development;
 - c. That consumption of marijuana is illegal at the federal level and that consuming marijuana could impact employment, immigration status, the right to own firearms, the right to a commercial driver's license, and other rights;
 - d. That consumption of marijuana and marijuana products in public is illegal; and
 - e. Additional information as required by rules promulgated by the Department of Health and Human Services.
2. The City shall draft acceptable language for the signs required by this subsection. Any marijuana retail store or dispensary wishing to use alternative language must receive prior approval from the City's Department of Health and Human Services.

(f) Fixed location sales and delivery.

- 1. Mobile sales are specifically prohibited.
- 2. Mail order, telephone, internet or similar remote sales are specifically prohibited.
- 3. Notwithstanding the provisions of this section, a small scale caregiver, medical marijuana retail store, and/or dispensary may make deliveries of marijuana products to a qualifying patient whose medical certificate has been verified in person.

(g) Drive through windows. A marijuana retail store or dispensary may not use a drive through window, or any other outdoor space to sell marijuana or marijuana products.

(h) Dispersal requirement. A marijuana retail facility or dispensary may not be located within one hundred (100) feet of any other marijuana retail facility or marijuana dispensary, as measured along or across public ways, in a straight line, from any entrance that is accessible to the public.

This distance restriction shall not apply to one adult use and one medical marijuana retail facility or dispensary that 1) share the same or immediately adjoining space; 2) have common ownership; 3) have consistent naming and branding; and 4) are permitted by the state to share such space.

The distance restriction shall also not apply to an existing dispensary or medical marijuana retail store operating with a City business license, a change of use permit, certificate of occupancy, and/or a site plan approval prior to September 1, 2019, so long as that dispensary or medical marijuana retail store does not apply to convert to an adult use retail store.

(i) [Repealed by referendum, 11-3-2020.]

(j) Annual training. Each manager of any marijuana retail store or dispensary, and all front line staff of each marijuana retail store or dispensary and any staff conducting mobile retail deliveries must attend a City-approved training within ninety days of beginning in that position and then annually thereafter. Employing a manager or front line staff that does not have the required training may be grounds for suspension. If the training program is provided by the Department of Health and Human Services, the Department shall charge a fee for the cost of this class.

1. Retail stores must submit a list of employees annually with their license renewal, along with verification that they have successfully completed a City-approved training program.

(k) Transfer of retail and dispensary licenses. The ownership of a retail or dispensary licensee may only be transferred subject to the following limitations:

1. No more than 25% of the ownership interests in a licensee may be transferred in any five-year period.
2. Any transfers of interest in a retail or dispensary license occurring before January 1, 2025 must not impact any of the licensee's points calculated under Sec. 35-14(f) (3).
3. Any new owners must meet all requirements of this Chapter and be approved by the State of Maine.

(Ord. No. 166-19/20, 5-18-2020; By Referendum, 11-3-2020; Ord. No. 44-23/24, 10-16-2023)

35-44. Signs.

In addition to the sign regulations contained in Chapter 14 of this Code, all signage in connection with a marijuana business, whether adult use or medical, shall comply with the requirements for signs under Title 28-B of the Maine Revised Statutes, and any regulations adopted thereunder.

(Ord. No. 166-19/20, 5-18-2020)

35-45. Other Prohibitions.

(a) On-premises consumption. Consumption of marijuana on the premises of any marijuana business is prohibited.

(b) Outdoor growing. Marijuana plants may not be grown outdoors and may only be grown within a fully enclosed and secured structure.

(c) Indoor air quality. A marijuana business may not use any chemical, process, or methodology that would result in compromised indoor air quality, including the use of technology such as sulfur pots.

(d) Giveaways and samples prohibited. Marijuana businesses may not distribute marijuana or marijuana products free of charge.

(Ord. No. 166-19/20, 5-18-2020)

35-46. Insurance and Indemnification.

(a) Each marijuana business, other than a small scale caregiver, shall procure and maintain occurrence based commercial general liability coverage in the minimum amount of \$1,000,000.00 per occurrence for bodily injury, death, and property damage.

(b) Each small scale caregiver shall procure and maintain occurrence based commercial general liability coverage in the minimum amount of \$500,000.00 per occurrence for bodily injury, death, and property damage.

(c) Evidence of insurance required herein shall be a condition of the issuance of any license under this article, and shall be submitted to the City prior to obtaining the final license. Certificates shall guarantee ten days' notice to the City of termination of insurance from the insurance provider or agent. The City's acceptance or lack of acceptance of such evidence shall not be construed as a waiver of the applicant's obligation to obtain and maintain such insurance as required by this article.

(d) By accepting a license from the City for a marijuana business, the licensee knowingly and voluntarily waives, releases and discharges the City from all claims, causes of action and

demands, both known and unknown, which it has ever had, or may have against the City, or any of its officers, agents, employees, representatives, insurers, successors and assigns for 1) any injuries, damages, or liabilities resulting from the arrest, prosecution, or other consequence of the marijuana business or its parties of control for a violation of local, state, or federal laws, rules, or regulations; and 2) any claim by a third party against the marijuana business.

(e) To the fullest extent permitted by law, the licensee shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of, resulting from, or relating to the performance of any license issued to licensee under this Article or the operation of the licensee's marijuana business. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which otherwise exists. The extent of the indemnification provision shall survive termination of any license issued to a licensee under this Article and shall not be limited by the provision for insurance in this Article.

(f) This article shall not be construed as imposing upon the City or any official, agent, or employee of the City, any liability or responsibility for damages to any person resulting from or in relation to the performance of this license, nor shall the City or any official, agent or employee of the City be deemed to have assumed any such liability or responsibility by reason of inspections authorized herein, or the issuance of any license.
(Ord. No. 166-19/20, 5-18-2020)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 30, 2025

SUBJECT: Order 217-24/25 Setting the Time for Opening and Closing the Polls on June 10, 2025 RE: Municipal Election - Sponsored by Ashley Rand, City Clerk

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City:

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Pursuant to 21-A M.R.S. §626, the polls shall open at 7:00 a.m. and close at 8:00 p.m. on Tuesday, June 10, 2025 for the Municipal Election.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 217 - Setting Time for Polls

Prepared by:

Date: 04/30/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER SETTING THE TIME FOR OPENING AND CLOSING THE POLLS ON JUNE
10, 2025 RE: MUNICIPAL ELECTION**

ORDERED, that Pursuant to 21-A M.R.S. §626, the polls shall open at 7:00 a.m. and close at 8:00 p.m. on Tuesday, June 10, 2025 for the Municipal Election.

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: May 9, 2025

SUBJECT: Order 218-24/25 Approving a Three-Year Extension to the Signatory Airline Operating Agreement and Lease at the Portland International Jetport - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading 5/19/2025

Final Action 5/19/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No

PRESENTATION: Paul Bradbury, Airport Director, will introduce this item and be available to answer any Council questions.

I. SUMMARY

The Portland International Jetport requests approval of an amendment to extend its Signatory Airline Operating Agreement by three years to June 30, 2028.

II. AGENDA DESCRIPTION

The Portland International Jetport issues a single uniform operating agreement and airlines executing this agreement are designated as Signatory Airlines at the Jetport. The Jetport currently has six Signatory Airlines: American, Delta, FedEx, JetBlue, Southwest, and United. Airlines executing this operating agreement must provide a minimum annual landed weight, lease a preferential use gate, and lease office/ticket counter space throughout the term of the agreement.

The current Signatory Airline Operating Agreement and Lease at the Portland International Jetport was approved by the Council in 2016 with a five-year term from July 1, 2016 through June 30, 2021. It has been extended twice by the City Council, in 2021 and 2022, with a current expiration of June 30, 2025. The Jetport and our signatory airlines are now recommending a three-year extension of this agreement through June 30, 2028.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The extension of this agreement will allow the Portland International Jetport and its signatory airline partners to continue to operate in what has been a mutually beneficial business relationship over the past nine years. This agreement provides for guaranteed minimum payments for landing fees and terminal rent by the airlines through the three-year term of the agreement.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Portland International Jetport connects the region to the national air transportation system and, in doing so, plays an important role in supporting the economic development within the region. Approval of the Signatory Airline Operating Agreement and Lease will allow the Jetport to lock in a commitment from its carriers for a guaranteed minimum level of air carrier activity and payments throughout the term of the agreement.

V. FINANCIAL IMPACT

Approval of a three-year extension to the Portland International Jetport's Signatory Airline Operating Agreement and Lease will provide a commitment to operate service at the Jetport by its signatory carriers through June 30, 2028. The agreement commits the signatory airlines to cover the operating expenses associated with the gate concourse, outbound baggage screening, and baggage claim portions of the terminal building throughout the three-year term. Additionally, it provides a commitment to cover half of the Jetport's airfield operating costs through landing fees. For fiscal year 2026 the airline revenues covered by this agreement are budgeted at \$13.43 million, which equates to approximately 35% of the Jetport's operating revenues.

VI. STAFF ANALYSIS AND BACKGROUND

Approval of a three-year extension to the Signatory Airline Operating Agreement and Lease will allow airlines to commit to operating at the Jetport through June 30, 2028. This extension provides continuity of operations and a guaranteed minimum level of air-service from our airline signatory partners.

VII. RECOMMENDATION

Jetport staff recommend the City Council approve the three-year extension to the Airline Operating Agreement and Lease at the Portland International Jetport.

VIII. LIST ATTACHMENTS

1. Order 218- Signatory Airline Amendment
2. PWM Airline Signatory Lease Form 04222016_Clean
3. Third Amendment of PWM Signatory lease clean for Council 051425

Prepared by:

Paul Bradbury, Jetport Director

Date: 05/09/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING A THREE-YEAR EXTENSION TO THE SIGNATORY AIRLINE
OPERATING AGREEMENT AND LEASE AT THE PORTLAND INTERNATIONAL
JETPORT**

ORDERED, that a three-year extension to the July 1, 2016 signatory airline operating and lease agreement, as amended by the First Amendment dated July 1, 2021 and the Second Amendment dated July 1, 2022 with the signatory airlines at the Portland International Jetport is hereby approved substantially in the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said document for each airline electing to be a signatory and any other related documents necessary or convenient to carry out the intent of said documents.

CITY OF PORTLAND, MAINE
DEPARTMENT OF AVIATION
AND TRANSPORTATION



SIGNATORY AIRLINE
OPERATING AGREEMENT AND LEASE
AT THE
PORTLAND INTERNATIONAL JETPORT



MAY 19, 2016

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**PORTLAND INTERNATIONAL JETPORT
AIRLINE OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE**

THIS AGREEMENT AND LEASE (hereinafter referred to as the "Agreement"), entered into this _____ day of _____, 2016, by and between the CITY OF PORTLAND, a body politic and corporate, located in the County of Cumberland, State of Maine (hereinafter "City"), and «Airline Name», a corporation organized and existing under the laws of the State of «State» (hereinafter "Airline"), with a principal office located at _____.

WITNESSETH:

WHEREAS, City owns and operates Portland International Jetport (hereinafter "Airport" or "Jetport") and

WHEREAS, City has the right to lease premises and facilities at the Airport and to grant rights, licenses, and privileges on and in connection therewith, and

WHEREAS, Airline desires to lease from City certain premises and facilities and acquire certain rights, licenses, and privileges in connection with its use of the Airport, and City is willing to lease and grant the same to Airline in accordance with the terms, provisions, and conditions hereinafter set forth in this Agreement;

WHEREAS, Airline is engaged in the business of commercial transportation of persons, property, cargo, express, and mail by air and is certified or otherwise authorized by the United States Government to engage in such business; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

1. "Aircraft Arrival" means any aircraft arrival at the Airport, including, without limitation, scheduled, charter, or any other flights operated by an Air Transportation Company. Aircraft Arrivals exclude flights which are forced to return and "land" at the Airport because of meteorological conditions, mechanical or operating causes, or for a similar emergency or precautionary reason.

2. "Airline" means «Airline Name», a corporation organized and existing by virtue of the laws of «State».

3. "Airport" or "Jetport" means Portland International Jetport, as shown on Exhibit A, "Airport Layout and Cost Center Plan", and as it may be modified or expanded from time to time in accordance with this Agreement.

4. "Airport Cost Centers" means the following cost centers, more fully depicted on Exhibit A, to be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rentals, fees, and charges described herein as they now exist or may hereafter be modified, changed, or developed with the approval of the Majority in Interest, as applicable, (also referred to herein as "MII") as more particularly described below:

a. Direct Cost Centers

- ☐ "Terminal Building" means the passenger terminal building, its curbside, and landscaped areas adjacent to the Terminal Building (also referred to in City Budget documents as "Jetport Terminal")
- ☐ "Airport Airfield" means the airfield at the Airport, including runways, taxiways, aprons, approach and runway protection zones, safety areas, infield areas, City-owned landing and navigational aids, perimeter fences and gates, service roads, airfield maintenance facility, airfield drainage system, and land areas at the Airport required by or related to aircraft operations (landings, take-offs, and taxiing) (also referred to in City Budget documents as "Jetport Field").

- "General Aviation Terminal" means the hangars, buildings, and exclusively leased apron areas occupied by the Airport's fixed base operators, corporate/private aircraft operators, and cargo operators (also referred to in City Budget documents as "Jetport GAT"). During the term of this Agreement, the City may rename this cost center.

b. Indirect Cost Centers, including all personnel, services, equipment, and facilities used to provide support to the Airport for the following services:

- "Jetport/City Administration"
- "Police and Security"
- "Aircraft Rescue and Fire Fighting"
- "Roadways" (which means the terminal frontage, access and circulation roads).

5. "Air Transportation" means the carriage of persons, property, cargo, express, or mail by aircraft.

6. "Air Transportation Company" means any person which engages in the carriage of persons, property, cargo, express, or mail by aircraft.

7. "Bonds" means airport revenue bonds, general obligation bonds, or any other similar or substitute financing instrument that might be issued for Airport purposes under and pursuant to authorizing legislation.

8. "Capital Improvement Program" means a program of Capital Improvements as outlined on Exhibit B, attached hereto and made part hereof, or any hereafter approved.

9. "Capital Improvements" means any single item costing more than \$50,000 (net of grants-in-aid as filed with the FAA as a project Pre-application for funding) that is acquired, purchased, and/or constructed by City to improve, maintain, preserve, or develop the Airport. Capital Improvements shall include but not be limited to (1) the acquisition of land or easements; (2) the purchase of machinery, equipment or rolling stock; (3) the planning, engineering, design, and construction of new

facilities; (4) the renovation of existing facilities, or (5) the performance of any extraordinary, nonrecurring major maintenance of existing facilities. The City shall amortize the cost over the useful life of the capital improvement.

10. "Code Share Airline" means an Air Transportation Company which operates any aircraft at the Airport and has a marketing agreement with a Signatory Airline for shared ticketing in which its passenger tickets for travel to and from the Airport are written designating the Signatory Airline code.

11. "Common Use Space" means any City owned or controlled facilities, including but not limited to ticket counters, baggage make-up, baggage claim, outbound baggage, security screening, gate areas and aprons, holding rooms and loading bridges used for providing services to the traveling public, unless such space or spaces are specifically included in an airline's exclusive use space in the Terminal Building.

12. "Consumer Price Index or CPI" The Consumer Price Index, all Urban Consumers, Northeast Urban, base period 1982-84, published by the U.S. Department of Labor, Bureau of Labor Statistics or successor index if the CPI is discontinued. For purposes of this Agreement, all changes to the CPI shall be calculated based on the change in the CPI during the 12 months immediately preceding the month of adjustment. The referenced Consumer Price Index may be located at: <http://data.bls.gov/cgi-bin/surveymost/> (United States Department of Labor).

13. "Department" means the Department of Aviation and Transportation of the City of Portland, or successor department thereto which includes the Airport.

14. "Deplaned Passenger" means all local disembarking, interline transfer, and intraline transfer revenue passengers of all Air Transportation Companies and of other airlines handled by Airline at the Airport.

15. "Director" means the Director of the Portland International Jetport, or his or her duly authorized designee.

16. "Enplaned Passenger" means all local boarding, interline transfer, and intraline transfer passengers of all Air Transportation Companies and of other airlines handled by Airline at the Airport

pursuant to Section 3.02, Paragraph G. "Passengers" means and includes all those who are reported to the DOT on form 298-C, T-100, or similar form.

17. "Equipment and Capital Outlay" means any single item required by the City for the operation of the Airport and not included in Maintenance and Operating Expenses, costing \$50,000 or less (net of grants in-aid) . In the event that in any fiscal year, the aggregate amount of expenditures for equipment and capital outlays exceeds \$250,000, then each such item proposed thereafter in that fiscal year shall be subject to approval of the MII pursuant to the process for approval of Capital Improvements in Section 5.02.

18. "FAA" means the Federal Aviation Administration of the U.S. Department of Transportation or any federal agencies succeeding to its jurisdiction.

19. "FIS" means the Federal Inspection Services at the Airport used by agencies of the United States government for the inspection of passengers and their baggage, and for the exercise of their responsibilities with respect to movement of persons and property to and from the United States. The FIS shall not include aircraft parking aprons, loading bridges, holdroom, ticket counters or facilities for handling baggage after federal inspection.

20. "Fiscal Year" means the City's Fiscal Year, which is the twelve-month period commencing July 1 and extending to June 30 of the following year, or such other twelve-month period as may be adopted for the operation of the Airport.

21. "Hazardous Material or Materials" means any hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any law applicable to the Airport including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, or which is defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

22. "International Arrivals Area" means that area in the Terminal Building designated for U.S. Government federal inspection services for the processing of arriving international passengers.

23. "Leased Premises" means the areas in the Terminal Building leased to or used by Airline under this Agreement, comprised of the following categories (Exhibit C), as further described in Section 4.01, and as they may be modified in the Expanded Terminal:

- a. "Exclusive Use Space"-- space leased exclusively to Airline.
- b. "Common Use Space"-- space used by Airline in common with all other airlines using the space.
- c. "Preferential Use Gate" – gate or gates equipped with either a regional boarding bridge or a full-service boarding bridge and associated boarding counters and assigned to Airline by the Director, to be used on a preferential basis by Airline as provided in paragraph 29 below.
- d. "Preferential Use Ticket Counter" –ticket counter(s) and queuing area(s) in the Expanded Terminal and assigned to Airline by Director to be used on a preferential basis by Airline as provided in paragraph 29 below.

24. "Maintenance and Operating Expenses" (or "M&O Expenses") means, for any Fiscal Year, all reasonable expenses necessary to maintain, repair, operate and administer the Airport, including, but not limited to, bad debt expense, taxes and assessments, if any, and expenses for defending, settling, or satisfying litigation.

25. "Majority-in-Interest" ("MII") means, for the Airport Airfield Cost Center, fifty percent (50%) in number of all Signatory Airlines which, in the aggregate, paid fifty percent (50%) or more of Landing Fees (see Section 6.05) paid by all Signatory Airlines for the preceding Fiscal Year, and for the Terminal Building Cost Center (see paragraph 4 and Exhibit A) fifty percent (50%) in number of all Signatory Airlines which, in the aggregate, paid fifty percent (50%) or more of the terminal building rentals paid by all Signatory Airlines for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be a Signatory Airline (a) so long as any Event of Default with respect to such airline has occurred and is continuing, (b) airline has been a Signatory Airline for less than six months, or (c) Airline operates less than one daily weekday (M-F)

flight. For the Terminal Building Cost Center, Signatory Airlines must be leasing and occupying terminal space in order to vote on MII projects.

26. "Maximum Gross Landed Weight" means the maximum landed weight that each aircraft operated by Airline at the Airport is certified by the FAA to land, as recited in Airline's flight manual governing that aircraft.

27. "Non-signatory Airline" means an airline that has not entered into a Signatory Airline Operating Agreement And Lease with the City.

28. "Person" means an individual, corporation, partnership, limited liability company, association or any entity, however formed.

29. "Preferential" means Airline's use of gate(s), ticket counters, queuing areas, and boarding bridges on a non-exclusive, preferential basis. Airline shall have priority in using gate(s), ticket counters, queuing areas, and bridges assigned to it by the Director on a preferential basis to accommodate its flights; however, the Director may authorize other airlines to use Airline's preferentially assigned aircraft gate(s), ticket counters, queuing areas, or bridges in periods when not in use by Airline, pursuant to Section 4.03. In the Expanded Terminal, Airline's ticket counter and queuing areas shall also be available on a Preferential basis.

29.5 "Regional Gates" shall mean the gates designated as Gates 2a, 2b and 2c in the Terminal Building, which gates shall be considered as one gate for cost center purposes.

30. "RON" or "Long Term Parking" shall mean Remain Overnight or Remain on Gate and shall apply to any aircraft approved to occupy a gate or parking position in excess of five (5) hours.

31. "Rules and Regulations" means those written rules, regulations, policies, and procedures that have been established by City or the Department, which are reasonable and non-discriminatory, for the orderly and efficient use of the Airport by airlines and other tenants and users of the Airport as the same may be amended, modified, or supplemented from time to time.

32. "Service Provider" means any company permitted by the City to provide aircraft services in accordance with ground and passenger handling services for a carrier(s).

33. "Signatory Airline" means an airline providing scheduled Air Transportation of passengers, property, cargo, express, and/or mail by air to and from the Airport that has executed this Agreement with the City covering the use and occupancy of facilities at the Airport.

a. Class 1 Signatory Airline means a Signatory Airline that has a minimum annual landed weight of 24,000,000 pounds. Class 1 Signatory Airlines must lease no less than five hundred (500) square feet of Exclusive Use Space, have Preferential use of at least one gate, and Preferential use of ticket counters and queuing areas.

b. Class 2 Signatory Airline means a Signatory Airline that has a minimum annual landed weight of 12,000,000 pounds. Class 1 Signatory Airlines must lease no less than one hundred fifty (150) square feet of Exclusive Use Space.

34. "Terminal Building Subcost Centers" means areas within the Terminal Building to be used for calculating and adjusting Terminal Building rental rates described herein, as shown on Exhibit D, as such areas now exist or, subject to the approval of MII, may hereafter be modified or developed, including:

- a. Terminal Space - Common Use Space
- b. Terminal Space – Exclusive Use
- c. Terminal Space – Preferential Use
- d. International Arrivals Area
- e. Public Space

35. "Terminal" or "Terminal Building" means the Jetport building depicted in Exhibit C.

36. "Total Airline Landed Weight" means the sum of the Maximum Certificated Gross Landing Weights for all Aircraft Arrivals of an airliner over a stated period of time.

37. "Total Airline Landed Weight of the Signatory Airlines" means the sum of the Maximum Certificated Gross Landing Weights for all Aircraft Arrivals of all Signatory Airlines over a stated period of time.

38. "Unassigned Facilities" means facilities which are available for lease.

Section 1.02 Cross-References

References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

ARTICLE 2

TERM

Section 2.01 Term

This Agreement shall become effective on the date of execution and continue for a term of five (5) years, subject to prior termination as provided in Section 14 herein.

Section 2.02 Holding Over

Should Airline use the Leased Premises without the written consent of City after this Agreement has expired or terminated, Airline shall be deemed a tenant at sufferance during the period of such use and subject to fees, charges, and provisions as set forth in this Agreement, other than Article II "Term". In such event, City and Airline shall have all of the remedies provided under applicable laws.

ARTICLE 3

RIGHTS AND SPECIFIC PRIVILEGES

Section 3.01 Use of the Airport

Airline, its employees, passengers, guests, patrons, agents, independent contractors, suppliers, and invitees shall have the right to the use (in common with other duly authorized users) of those portions of the Airport and appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their common use at or in connection

with the Airport, subject to the Rules and Regulations. In addition, Airline shall have the right to exclusive use of areas so designated as its Exclusive Use premises and its Preferential Use areas as provided in Section 4.01.

Section 3.02 Specific Rights of Airline at the Airport.

Airline shall have the right, subject to limitations and conditions contained in this Agreement and in addition to all rights elsewhere granted in this Agreement, to use the Airport for the following purposes, subject to the Rules and Regulations:

- A. The operation of its commercial transportation system by aircraft for the carriage of persons, property, cargo, express, and mail, including all activities reasonably necessary to such operation.
- B. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, deicing, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment owned or operated by Airline.
- C. The sale of Airline tickets, documentation of Airline shipments, handling of Airline reservations, and the loading and unloading of persons, property, cargo, express, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation system. However, City reserves the right to require any ground transportation commercial carrier (including Airline, except for such ground transportation as Airline or its nominee may provide solely for the benefit of its employees) regularly transporting persons to and from the Airport to first secure and thereafter hold a valid lease, license, or other agreement with City for the right to carry persons to and from the Airport and shall pay City such rentals, fees and/or percentages of the fares of such ground transportation commercial carrier for such right as City may set. City further reserves the right to approve the location and type of any ticket dispensing machines which are outside of Airline's exclusive leased space
- D. Airline may use the Leased Premises for the training of Airline persons and testing of Airline's aircraft and other equipment at the Airport, provided that such training and testing are

limited to that incidental to Airline's Air Transportation business. Flight training shall be undertaken by Airline only to the extent permitted by and subject to the Rules and Regulations.

E. Airline may use the Leased Premises for the servicing by Airline, or by its suppliers of materials or Service Providers, of aircraft and other equipment operated by Airline with line maintenance or other materials or supplies, at its assigned aircraft parking positions or other aircraft parking positions designated by the Director. Department reserves the right at any time to designate other locations reasonably accessible from the Terminal Building for performance of aircraft maintenance and service activities if City believes that such activities would interfere with aircraft operations of other airlines in the Terminal Building. Aircraft engine run-ups shall not be allowed between the hours of 10 p.m. and 7 a.m., except when necessary due to an extraordinary and non-recurring circumstance. Aircraft engine run-ups shall be performed only in specific engine run-up area, as designated by Director.

F. Subject to Sections 304(F) herein, the purchase of Airline's requirements of personal property or services, including fuel, lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline, from any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business. Nothing herein shall restrict City from levying a reasonable and non-discriminatory concession fee on any person or company for conducting non-air transportation business at the Airport.

G. The sale, disposal, and exchange of Airline's aircraft, engines, accessories, oil, lubricants, other equipment, and materials or supplies to Code Share Airlines and Air Transportation Companies that Airline may ground handle at the Airport, and such sales, disposal or exchanges are not subject to the City's right to charge and collect fees or commissions for such sales, disposals or exchanges. Such sale, disposal, and exchange to any other Air Transportation company shall be subject to the City's right to charge and collect reasonable and non-discriminatory fees or commissions for such sales or exchanges, except for such sales under extraordinary, nonrecurring circumstances. Such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to

perform only those functions that are incidental to the operation of its Air Transportation business

H. The installation and operation of Airline's standard corporate identifying signs and graphics on Airline's Exclusive Leased Premises; provided, however, all other signs and graphics shall be subject to the prior written approval of City.

I. The installation, maintenance, and operation of such radio, communication, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport, including computer equipment at passenger check in counters in the terminal building, as may be necessary for Airline's operations; provided that such equipment and facilities do not interfere with other airline or Airport communication, meteorological, or aerial navigation systems. The location of such equipment and facilities, method of installation and type of equipment shall be subject to the prior written approval of City and shall conform to all applicable federal, state, and local requirements.

J. The provision of baggage porter skycap service and curbside airline baggage check-in. Airline may arrange with other airlines to provide such services or may provide such services on its own behalf.

K. The use of City-owned passenger loading bridges at Airline's preferentially assigned gate(s) or ticket counter(s) subject to the following:

Airline has the right to assess and collect reasonable charges from others for the use of any systems, equipment (including passenger loading bridges) or furnishings purchased and installed by Airline.

L. The right to the use of the International Arrival Area, subject to availability and payment of then-current use charges.

M. The rights and privileges granted Airline under this Agreement with respect to the performance of ground services and activities in connection with its Air Transportation operation at the Airport may be exercised by Airline only for and on behalf of Airline for its regularly scheduled service or unscheduled service or Code Share Airline(s) and Airline shall

not be subject to the payment of fees or commissions in performing ground services for such Code Share Airline(s). However, City has the right to charge Airline reasonable and non-discriminatory fees or commissions for such ground services to Air Transportation companies that are not Code Share Airline(s).

Section 3.03 Employee Parking Facilities

City shall develop or cause to be developed for Airline's employees working at the Airport an area or areas for common vehicular parking facilities at locations reasonably convenient to the Terminal Building. Such facilities shall be located in an area designated by City. A reasonable fee, which does not exceed the cost of providing the vehicular parking facility, for the use of such facilities shall be charged to Airline or its employees by City or City's contracted parking manager. The current charge is \$15.00 per month for full-time employees based at Portland, \$7.00 per month for part-time employees based at Portland, and \$30.00 per month for all employees based elsewhere, which charges are below the City's current costs of providing the facility. Such fees may be adjusted annually beginning July 1, 2016, so long as they do not exceed the cost of providing the vehicular parking facility.

Section 3.04 Limitation on Use by Airline

In connection with the exercise of its rights under this Agreement, Airline:

- A. Shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, heating or ventilation system, air conditioning system, electrical system, natural gas, or other Airport systems installed or located on or within the Leased Premises or the Airport.
- B. Shall not do or permit to be done any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of nor permit any employee, agent or contractor to dispose of any waste material taken from, or products used with respect to, its aircraft into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but

not limited to Hazardous Materials, unless such waste material or products first be properly treated by equipment installed with the approval of City and any other administrative body having appropriate jurisdiction or are otherwise disposed of in compliance with applicable Environmental Laws.

D. Shall not keep or store, during any twenty-four (24) hour period, Hazardous Materials, including but not limited to, hazardous articles and materials such as flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport in excess of Airline's working requirements during said twenty-four (24) hour period, except when the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100°) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Airline personnel; (3) said material shall be packaged and handled in compliance with applicable U.S. Department of Transportation, Environmental Protection Agency, and/or other such applicable regulations for transport and pretransport of hazardous articles and materials; and (4) said materials shall be stored in special storage areas designated by the Director while on the Airport.

E. Shall not install fuel storage tanks and/or pumping facilities for use in fueling any aircraft at the Airport without prior written approval of City.

F. Shall not maintain nor operate in the Terminal Building or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees or passengers; nor shall Airline in any manner otherwise provide for the sale or dispensing of food and beverages at the Airport, except that the Airline may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Airline employees in areas not accessible to the general public. Airline may, by separate agreement with the City and to the extent it does not conflict with any pre-existing terminal concession agreements or extensions thereof, engage in the sale of food or beverages at any "V.I.P. Room" or similar private club at the Airport.

G. Shall comply with the FAA-approved Airport Security Plan as amended from time to time for the Airport. Any fines and/or penalties levied against the City for security violations at Portland International Jetport caused by Airline or any of its officers, employees, agents, or suppliers while under its control, shall be due and payable to the City by Airline.

H. It is understood and agreed that City reserves the right to charge a fee reflecting the City's reasonable costs of controlling access to restricted areas in the event that any government agency, having jurisdiction over airport, imposes a Security Mandate which increases the cost of providing access to the restricted areas. Airline shall have a thirty (30) day comment period prior to the effective date of any new fee proposed by City for controlling access to restricted areas.

I. Except as provided in Section 3.02, paragraph H, for standard corporate signs and graphics, Airline shall not engage in any form of advertising in its Leased Premises without the approval of the Director.

J. Airline acknowledges and agrees that de-icing is allowed only at the Jetport's de-icing capture ramp and shall only be performed by de-icing vendors meeting the Jetport's minimum standards.

Section 3.05 Airport Use Summary

A. At the request of City, Airline shall file an Airport Use Summary, herein referred to as the "Summary," with the Director within 30 days of the date hereof. Department shall provide Airline with a Summary report form requesting information specified below in regard to Airline's operation at the Airport. Airline shall maintain a current summary on file with the Director.

B. Accordingly, the Summary shall provide the following, subject to updates which are required to reflect any material changes:

1. Names, addresses, e-mail, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, and facilities.
2. The current and proposed schedules of Airline's flight activity at the Airport. Airline shall make reasonable effort to notify the Director of significant schedule changes or the

addition of flights at the Airport prior to or no later than, when the public announcement thereof is made.

3. The description of Airline's fleet and identification of the class of Airline's aircraft that will serve the Airport. Airline shall provide reasonable notice of the introduction of an aircraft that is not being operated by Airline at the Airport on the date of this Agreement.

4. The identification of all of Airline's Code Share Airlines and the contact information as described in Paragraph 1 above for such Code Share Airlines and a copy of their scheduled flights.

4. The identification of Airline's anticipated facilities requirements at the Airport.

ARTICLE 4

PREMISES

Section 4.01 Premises in the Terminal Building

A. Categories of space.

Airline shall lease the areas in the terminal building on an Exclusive, Preferential, and Common Use basis as follows, as more particularly delineated on Exhibit C, and as may hereafter be modified, changed or developed by mutual agreement between City and Airline.

1. Exclusive Use Space
 - ☐ Office
 - ☐ Baggage office
2. Preferential Use Space
 - ☐ Airline Gates
 - ☐ Ticket counter and queuing areas
3. Common Use Space
 - ☐ Holdrooms
 - ☐ Baggage claim
 - ☐ Outbound baggage
 - ☐ Security screening

B. Space in the Terminal Building.

Airline shall lease or use the areas in the Terminal building as shown on Exhibit C. Exhibit C may be amended from time to time by mutual agreement of the parties as evidenced by the signature of an Airline representative and the Director on the replacement Exhibit C.

Section 4.02 Aircraft Parking Positions and Holdrooms

Airline agrees to work together with other airlines to park aircraft and ground service equipment in a safe manner. In the event of a dispute, the Director will be the final arbiter of the dispute.

Section 4.03 Accommodation of Airline and Other Airlines

A. To maximize the use of all facilities at the Airport and to facilitate the entry of new airlines, as well as the expansion of present airlines (hereinafter referred to as "requesting airlines"), Airline agrees, upon the request of Director, to accommodate such requesting airlines in its use of the preferentially assigned gate(s) or counter(s). To ensure compliance with this obligation and to provide open access and uniform treatment for all airline tenants, the following procedure is hereby established.

1. In order to secure the use of the terminal facilities, a requesting airline may:
 - a. Arrange to use City-controlled terminal space, common use space, and non-preferentially assigned gates (if any) or ticket counter(s) on a permit basis, or if no such space or gate(s) or ticket counters are available, then
 - b. Contact Airline and other airlines to request the use of such airline's preferentially assigned gate(s) or ticket counter(s) in accordance with this section.
2. In the event the requesting airline has demonstrated to City that it has contacted all airline lessees and has pursued all reasonable efforts to secure accommodations without success, such requesting airline shall notify the Director of its desire to be accommodated in the Terminal Building.

3. The Director shall then notify all airlines in writing that, if requesting airline is not accommodated within fifteen (15) days from the receipt of said notice, Director shall select one of the airlines to comply with the request for accommodation.
4. At the end of said fifteen (15) day period, if requesting airline has not been accommodated, Director will select Airline or another airline to accommodate the requesting airline, taking into consideration such factors as current utilization of preferentially assigned gate(s) or ticket counter(s), schedule compatibility, union work rules, competitive relationships, etc. In that event, Director shall send written notice to such airline (the "accommodating airline") to begin accommodating the requesting airline within thirty (30) days from the receipt of said notice. Director's judgment shall be final.
5. Unless Director rescinds such selection within said thirty (30) day period, the accommodating airline shall accommodate the requesting airline by sharing its preferentially assigned gate(s) or ticket counter(s), subject to the following conditions:
 - a. In case of a conflict between schedules of the accommodating airline and the requesting airline, the accommodating airline shall have preferential use of its preferentially assigned gate or ticket counter.
 - b. The accommodating airline may assess the requesting airline reasonable fees and charges under an appropriate contract for services rendered to, or premises shared with, requesting airline, which fees and charges shall be limited to Airline's direct and indirect costs plus a reasonable allowance for administration and profit not to exceed 25% of such costs. The accommodating airline shall have the right to require the requesting airline to indemnify it against liability arising out of such use.

Airline agrees that, if requested to accommodate another airline pursuant to this section, it will effect such accommodation on a timely, good faith basis and in a reasonable and equitable manner.

B. Without utilizing the above process, City reserves the right to reassign one or more of Airline's Preferentially assigned gate(s) (and/or ticket counter(s) and queuing area(s) in the Expanded Terminal) to another Signatory Airline(s) if: (1) Airline's scheduled average gate utilization falls below two [2] flights per gate per weekday (M-F); and (2) City determines that there is a reasonable need for the Preferential use of such gate(s) (and/or preferential ticket counter(s) or queuing area(s) in the Expanded Terminal) by another Signatory Airline(s).

Section 4.04 Use of City-Owned Passenger Loading Bridges

A. City-owned passenger loading bridges shall be made available to all airlines serving the Airport on a common use basis, unless assigned for preferential use.

B. The use of City-owned passenger loading bridges by Airline shall be subject to the following terms and conditions:

1. The bridges shall be operated only by employees or agents of Airline which shall be responsible for ensuring that all such employees or agents are trained and qualified to operate the bridges. City reserves the right to audit and evaluate such training and qualifications.
2. Airline shall be solely responsible for any and all damages, claims or injuries which may be caused by the operation of the bridges by its employees, agents, or servants, and shall defend, indemnify, and hold the City harmless for such operations in accordance with Section 11.02.
3. Airline shall be solely responsible for any damage to bridges caused by the action of its employees, agents or servants to the extent such damage is not collected under City's insurance, including without limitation, any deductible under such insurance.
4. City, during the term of this Agreement, shall maintain and keep in good repair the loading bridges referred to herein, and the cost of such maintenance shall be solely payable by the preferential use airline. Airline is responsible for promptly reporting to City any repair or maintenance which is needed to the loading bridges.

5. City shall maintain and keep in good repair a handicapped lift for use by Airline, but City prefers that all flights be handled through the passenger loading bridges which are handicapped accessible. Airline shall be responsible for operation of the handicapped lift, and for the training of employees and agents in the use of such lift and for leaving it after use in condition to be used by others. Airline is responsible for promptly reporting to City any repair or maintenance which is needed to the lift.

Section 4.05 Requirement to Remain in Confines of Exclusive Use Space

With respect to Exclusive Use Space, Airline shall at all times occupy and use only that space within the confines of its Exclusive Use Space. City shall notify Airline in writing of any infraction of this provision for the first offense. Failure of Airline to remain within the confines of its Exclusive Use Space shall be a breach of this Agreement, pursuant to Section 13.01 hereafter.

Section 4.06 Surrender of the Premises

A. Airline covenants and agrees that on expiration of the term of this Agreement, or on earlier termination as hereinafter provided, or on reassignment of the Leased Premises as hereunder provided, including but not limited to relocation to the Expanded Terminal, it will peaceably surrender possession of the Leased Premises hereunder in the same condition received, reasonable wear and tear, original construction defects, structural problems, acts of God, fire, and other casualties excepted, and City shall have the right to take possession of said Leased Premises. City shall not be required to give notice to quit possession at the expiration date of the term of this Agreement.

B. Airline shall have the right, on expiration, reassignment or early termination and within thirty (30) calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline at its expense, in, on, or about the Airport, subject to any valid lien that City may have thereon for unpaid rents or fees. Airline shall repair, at its expense, any damage to the Leased Premises or the Terminal Building resulting from such removal. Airline agrees to reimburse City for any net costs incurred by City if City elects to remove or dispose of Airline's property after such thirty (30) day period.

C. Any and all property not removed by Airline within the said thirty (30) day period shall, at the option of City, thereupon become a part of the land on which it is located, and title thereto shall thereupon vest in City unless otherwise agreed to in writing by the parties.

Section 4.07 Access

A. Subject to the provisions hereof, other applicable Rules and Regulations, and such restrictions as City may impose with respect to Airline's use of Leased Premises, City hereby grants to Airline, its affiliates, Code Share Airlines, its agents, suppliers, employees, baggage handlers, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress, and egress to Airline's Leased Premises and to public areas and public facilities of the terminal building.

B. The ingress and egress provided for in Section 4.07(A) shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof, unless expressly authorized in writing by City.

C. City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Airline's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable notice to Airline and a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Airline's obligations under this Agreement.

D. Airline agrees that all of its tenants, subtenants, patrons, invitees, agents, employees, servants or independent contractors must be authorized by the City prior to entry in restricted areas. Airline agrees that no person authorized by the City to enter a restricted area by virtue of this Agreement shall permit any person who is not otherwise authorized to enter a restricted area unless such unauthorized person is, at all times while in the restricted area, in the company of an authorized person.

E. Airline understands and agrees that, in the event the Federal Aviation Administration or the Department of Homeland Security or Transportation Security Administration assesses a civil penalty

against the City or Airport for any violation of Transportation Security Administration Regulation 14 CFR Parts 1520 and CFR Part 1542 or any successor or additional regulation pertaining to security at the Airport, as a result of any act or failure to act on part of Airline, its tenants, subtenants, patrons, agents, servants, employees, invitees, or independent contractors, Airline shall, upon demand of City, immediately reimburse the City in the amount of the civil penalty assessed. Airline is permitted to pass on such costs to its tenants and subtenants.

ARTICLE 5

CONSTRUCTION OF CAPITAL IMPROVEMENTS

Section 5.01 Capital Improvements

City may undertake certain Capital Improvements at the Airport as more particularly described on Exhibit B. City and Airline agree that these Capital Improvements shall be constructed substantially in accordance with Exhibit B.

By execution of this Agreement, Airline evidences its willingness and intent to pay the rentals, fees, and charges established hereunder for use of the Airport and occupancy of the facilities to be developed as a result of Capital Improvements described on Exhibit B. In accordance with the provisions of and procedures established under Articles 6 and 7 of this Agreement, said rentals, fees, and charges will be established, in part, to amortize the cost of planning, constructing, and financing Capital Improvements.

Section 5.02 Additional Capital Improvements

A. From time to time during the term of this Agreement, City may undertake Capital Improvements to the Airport in addition to those described in Exhibit B. Airport Director shall notify Signatory Airlines of the estimated purchase price/construction cost and schedule of such additional Capital Improvements and the schedule of costs to be added to the rate base, pursuant to Article 7, for Capital Improvements that are to be included in the next year's rental requirements.

The notice shall include, for each additional Capital Improvement, the following:

1. A description of the proposed Capital Improvements, together with cost estimates.
2. A statement of justification.
3. The allocation of the costs thereof within the Airport.

4. The Director's preferred means of financing.
5. Impact on airline rates and charges.

B. Within a reasonable time, but no sooner than fifteen (15) days after the notice is issued, Director shall, at the request of the Airline or at his or her own desire, convene a meeting to review and discuss any proposed Capital Improvement(s) and means of financing the cost thereof. The Capital Improvement (s) shall be deemed approved unless (1) within thirty (30) calendar days after the meeting or (2) sixty (60) calendar days after the notice is issued if no meeting is held, concurrence is specifically withheld, in writing, by a Majority-in-Interest of the Signatory Airlines, stating the reason(s) for such non concurrence. If said proposed Capital Improvement is contingent upon receipt of an Airport Improvement Program or other grant or funding source, then Airlines' approval shall be conditional upon approval of said grant or funding source. City shall not proceed with such Capital Improvement until such approval is granted. Nothing herein shall limit the City's right to proceed with a Capital Improvement which shall not be included in the Airline's rate base.

C. If concurrence on a Capital Improvement is specifically withheld as set forth in Section 5.02(B); Director shall have the option to convene a second meeting of the Signatory Airlines. The second meeting shall be held within thirty (30) calendar days after receipt of notice of non-concurrence from the Signatory Airlines, upon notice by Director. At the second meeting, City shall respond to any questions raised during the first meeting and the stated reason(s) for non-concurrence and shall ask for reconsideration of the Capital Improvement. Upon reconsideration, the proposed Capital Improvement shall be deemed approved unless, within 30 calendar days after such second meeting, concurrence is specifically withheld, in writing, by a Majority-in-Interest of the Signatory Airlines, stating the reason(s) for such non-concurrence.

D. Notwithstanding the foregoing, City may include the direct cost of a Capital Improvement (amortized over its useful life) in the calculation of the Terminal Building rental rate or Landing Fee Rate of the Signatory Airlines, if such Capital Improvement is necessary or prudent to:

1. Maintain and operate the Airport to ensure compliance with any rule, regulation, or order of any federal, state, or other governmental agency that has jurisdiction over the operations of the Airport.

2. Satisfy judgments against City rendered by a court of competent jurisdiction.
3. Repair casualty damage net of insurance proceeds to Airport property.

Section 5.03 Majority-in-Interest Approval

Airline approval of proposed Capital Improvements described in Section 5.02 applies to projects in the Airport Airfield and Terminal Building only. City may undertake any Capital Improvement that it wishes not to include in the airline rate base.

Section 5.04 Approved Capital Improvements

A. The Capital Improvements listed on Exhibit B hereof are consistent with the 2016 Airport Master Plan and have been reviewed and approved by Airline and other Signatory Airlines as provided by Section 5.01 herein. It is agreed and understood that the initiation of Capital Projects will be activity based. At the time the Airport Master Plan is updated, all Capital Improvements may be reviewed by Signatory Airlines. City shall use its best efforts to obtain federal and state grants-in-aid for such Capital Improvements. Airline understands and agrees that all costs shown on Exhibit B are based on 2016 preliminary engineer's estimates, and Airline agrees that all such costs are subject to adjustment by the engineer's estimates at the time of project design. Any increase in the total project cost which exceeds the amount of the grant application shall be subject to MII approval.

B. Terminal Building bond assurances:

1. Airline hereby irrevocably elects not to claim depreciation or an investment credit for federal income tax purposes with respect to any portion of the Terminal Building (or any other property financed with the proceeds of any tax-exempt bond issued by the City to finance improvements leased to the airlines). The Airline will take all actions necessary to make this election binding on all its successors in interest under the Agreement. This election shall be irrevocable. Furthermore, the Airline covenants that no portion of the Terminal Building (or any other property financed with the proceeds of any tax-exempt bond issued by the City to finance

improvements leased to the Airline) will be removed by the Airline upon the termination of the Lease.

2. The Airline does not have any option to purchase the Terminal Building. In the event that the Airline obtains such a purchase option, the option will not permit the Airline to purchase the Terminal Building other than at fair market value (as of the time such option is exercised).

ARTICLE 6

REPORTS, RENTALS, CHARGES, AND FEES

Section 6.01 General

In return for use of the premises, facilities, rights, licenses, and privileges granted hereunder and for the undertakings of City, Airline agrees to pay City during the term of this Agreement, without deduction or set-off, certain rentals, charges, and fees to be calculated as set forth herein.

Section 6.02 Monthly Activity Report

Airline shall furnish to City on or before the tenth (10th) day of each month, an accurate report of Airline's operations at the Airport during the preceding month, setting forth all data necessary to calculate the rentals, fees, and charges due under this Agreement. Said report shall include, but shall not necessarily be limited to: (1) Airline's total number of Aircraft Arrivals for the month by type of aircraft, the Maximum Gross Landed Weight of each aircraft, and the Total Airline Landed Weight for the month; (2) the total number of Enplaned Passengers and Deplaned Passengers including a breakdown of passenger totals for each class of aircraft (Jet, Regional Jet, Propeller); (3) the number of arriving international passengers using the International Arrivals Area; and (4) the amount of cargo freight, mail, and express for such month. Airline shall include in its report the activities for any nonscheduled or charter which is handled by or uses the Leased Premises of Airline. Airline agrees to cooperate with City in establishing procedures for electronic submission of reports required in this Section.

Section 6.03 Terminal Building Rentals

A. Airline shall pay to City for its Exclusive Use, Common Use, and Preferential Use Space in the Terminal Building, as set forth in Section 4.01 and Exhibit C, monthly rentals based on annual rental rates to be calculated each Fiscal Year, as set forth in Section 7.04.

B. Rentals for Exclusive Use Space:

1. All Class 1 Signatory Airlines shall lease no less than five hundred (500) square feet of Exclusive Use space, the rent for which shall be determined by multiplying the square footage of the airline's Exclusive Use Space by the exclusive use terminal rent per square foot.
2. All Class 2 Signatory Airlines shall lease no less than one hundred fifty (150) square feet of Exclusive Use Space, the rent for which shall be determined by multiplying the square footage of the airline's Exclusive Use Space by 112.5% of the exclusive use terminal rent per square foot.

C. Rentals for Common Use Space and Preferential Use Space shall be determined in accord with the following formula:

- 20% of the cost of the space is divided evenly among the number of gates and allocated to each airline based upon the number of assigned gates. The three Regional Gates are considered one gate. However, if assigned to different airlines, the total cost of the regional gates would be divided by three, and then allocated to each airline based upon the number of assigned Regional Gates.
- 80% of the cost of the space is divided proportionally among the signatory airlines, based upon the proportion of each airline's number of annual Enplaned Passengers to the Airport's total number of annual Enplaned Passengers. For Non-signatory Airlines, the proportion of the airline's number of Enplaned Passengers to the Airport's total number of Enplaned Passengers is to be determined using the 12-month rolling period ending with the month for which rent is being paid.

D. Rentals for Preferential Use Ticketing Counter(s), queuing and kiosks in the Expanded Terminal shall be determined by multiplying the square footage by the preferential use terminal rent per square foot.

E. Common Use Outbound and Inbound Baggage space rental shall be divided among the signatory airlines, based upon the proportion of each airline's number of annual Enplaned Passengers to the Airport's total number of annual Enplaned Passengers. For Non-signatory Airlines, the proportion of the airline's number of Enplaned Passengers to the Airport's total number of Enplaned Passengers is to be determined using the 12-month rolling period ending with the month for which rent is being paid.

F. Code Share Airline(s) shall be counted as a single airline (with Airline) for purposes of prorating the allocations.

Section 6.04 Electricity Charges

Airline shall pay all charges for electrical power for electrical power units in its Exclusive Use Space and preferentially assigned passenger loading bridges for the amount of electricity used by Airline and arrived at through separate metering directly to the electric utility company.

Section 6.05 Landing Fees

A. Class 1 Signatory Airlines shall pay to City a monthly landing fee to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for the airline during the month by the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Class 1 Signatory Landing Fee"). Notwithstanding the foregoing, Airline agrees to pay to City a minimum Class 1 Signatory Airline landing fee based upon an annual landed weight of twenty-four million (24,000,000) pounds MGLW. Said payments shall be made within 30 days of the end of each calendar year in which Airline's annual landed weight is less than 24,000,000 pounds (pro-rated for any period less than one year at the beginning or end of this Agreement). Said payment shall be calculated as follows: 24,000 pounds x the Landing Fee Rate (which is expressed per thousand pounds).

B. Class 2 Signatory Airlines shall pay to City a premium monthly landing fee, to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for Airline during the month by 112.5% of the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Class 2 Signatory Landing Fee"). Notwithstanding the foregoing, Class 2 Signatory Airlines shall pay to City a minimum landing fee based upon an annual landed weight of twelve million (12,000,000) pounds MGLW. Said payments shall be made within 30 days of the end of each calendar year in which the airline's annual landed weight is less than 12,000,000 pounds (pro-rated for any period less than one year at the beginning or end of this Agreement). Said payment shall be calculated as follows: 12,000 pounds x 112.5% of the Landing Fee Rate.

C. A Code Share Airline will pay either a Class 1 or Class 2 Signatory Airline Landing Fee, depending on which class of Signatory Airline the Code Share Airline has a code share agreement with, provided that the Signatory Airline agrees in writing with the City to assume full financial responsibility for such Code Share Airline's landing fee in the event of non-payment by the Code Share Airline. If not, the Code Share Airlines shall pay the premium landing fee for Non-signatory Airlines described in paragraph E below.

D. The class of passenger carrier airlines which are designated as Air Taxi/Commercial Operators which file the FAA Form 1800-31 (the carriers who are exempted from paying PFC's at the Airport) which provide scheduled daily passenger service shall be charged a signatory landing fee if they sign this Agreement. Such Carrier airlines will not have MII voting powers nor will they be required to pay a minimum landed weight as listed in 6.05 B. Additionally, should this class of Carrier at any time be 60 days delinquent in paying its fees, Carrier may be subject to paying the Non Signatory landing fee for a period which shall include two months after account is current.

E. Non-Ssignatory airlines will pay to City a premium monthly landing fee to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Certified Landed Weight for Airline during the month by 125% of the then-current Landing Fee Rate established pursuant to Section 7.05 herein ("Non-signatory Airline Landing Fee").

F. Charter airlines will pay landing fee rates, as set by the Director, subject to change from time to time. At no time will the charter airlines' landing fee rate be less than the Non-signatory Airline Landing Fee.

Section 6.06 International Arrivals Area Charges

Airline shall pay amounts for the use of the common-use FISs Area as set forth by Airport Rule or Regulation.

Section 6.07 Trash Collection

City with its own forces, or by contract, shall provide for appropriate and adequate waste removal and recycling, the cost of which shall be reimbursed to the City, calculated as follows: forty (40) percent of the monthly cost shall be borne by the City and other tenants; the remaining sixty (60) percent of the monthly cost will be prorated among the Signatory Airlines based on their percentage of total passenger boardings for the month.

Section 6.08 Payment Provisions/Interest on Overdue Amounts

Exclusive Use Terminal Building rentals and City-owned loading bridge charges for preferentially assigned gates, and in the Expanded Terminal for the preferentially assigned ticket and queuing areas, shall be due and payable the first day of each month, in advance. City shall provide an invoice for such monthly charge. All other fees and charges shall be due and payable on invoice within thirty (30) days of the date of the invoice. The acceptance by City of any payment made by Airline shall not preclude City from identifying the accuracy of computations in Airline's Monthly Activity Report, submitted to City as provided in Section 6.02, or from recovering any additional payment actually due from Airline.

Any payment not received by the due date shall accrue interest at the rate of eighteen percent (18%) per year calculated on a monthly basis at the rate of one and one-half of a percent (1.50%) per month from the due date until paid in full.

Section 6.09 Taxes and Other Charges

The Airline shall pay all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Airline or the City, with respect to the Leased Premises or any

improvements thereon, during the term of this Agreement, including any extensions or option periods granted thereto.

The Airline in good faith may contest any tax or governmental charge; provided that the Airline may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the City, such action will not adversely affect any right or interest of the City and is not in violation of any applicable law or ordinance.

Section 6.10 Passenger Facility Charge

A. City shall have the right to assess airline passengers a passenger facility charge (PFC) for the use of the Airport in accordance with the requirements of 14 CFR Part 158. Airline shall collect on behalf of and remit to the Department any such charges in accordance with the requirements of 14 CFR Part 158. Any charges collected by the Airline shall, pending remittance to City, be held in trust for the benefit of City. City shall have the right to use all such passenger facility charges collected in any lawful manner.

B. Airline and City shall be bound by and shall observe all of the provisions of 14 CFR Part 158 as they apply to either or both parties.

C. If any extension of this Agreement makes the term of this Agreement five (5) years or more, this Agreement shall not apply to any part of the Airport funded in whole or in part with passenger facility charge revenue and exclusively leased to a Signatory Airline.

D. If Airline fails to remit PFC revenue to the City within the time limits established by federal regulation, Airline shall be deemed to be in default pursuant to Section 13.01.

Section 6.11 Records of Airline

Airline shall keep and maintain a complete and adequate set of all of the records required under Section 6.02, for the use of the Airport and payment of fees required under this Agreement for the preceding Fiscal Year, and shall make such records available for inspection by City or its authorized representative at any and all reasonable hours and times.

Section 6.12 No Other Fees and Charges

Except as provided in this Agreement, no further rentals, fees, or charges shall be charged against or collected from Airline, its passengers, employees, shippers and receivers of freight and express, suppliers of material, contractors or furnishers of services, by City for the premises, facilities, rights, licenses, and privileges granted to Airline in this Agreement. However, City expressly reserves the right to assess and collect reasonable and non-discriminatory fees for inflight catering, vending (other than in Airline's Exclusive Use Space), ground transportation, and other services provided (1) by Airline for another airline (other than a Code Share Airline and other than for services provided on an extraordinary, nonrecurring basis to other Signatory Airlines) and (2) for Airline by other concessionaires, vendors and operators.

Section 6.13 Right of Set Off

The City shall have the right to set off any past due amount(s) by applying all or a portion of current payments to such past due amount(s). Past due amounts may include sums due on prior agreements, this Agreement, or for usage of the Airport as a non signatory airline. In the event the City exercises the right, it shall notify Airline. Airline shall be responsible for immediately submitting such a sum as will reflect the total amount needed to satisfy current amounts due.

Section 6.14 Security Deposit

A. Airline agrees to pay a security deposit to City subject to the following conditions:

Unless Airline has provided regularly scheduled weekday passenger or cargo flights to and from the Airport for the eighteen (18) months prior to Airline's execution of this Agreement (or prior to the assignment of the Agreement to Airline) without committing an act or omission that would have been an Event of Default under Section 13.01 of this Agreement, the City shall have the right to require Airline to provide to City an irrevocable letter of credit, or other surety acceptable to City, ("Security Deposit") in an amount equal to three (3) months estimated fees and charges payable by Airline under Article 6 of this Agreement, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all fees and charges due hereunder. Airline shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months (including any period prior to Airline's execution of this Agreement or prior to the assignment of this Agreement to Airline during which Airline provided regularly scheduled passenger flights to and from the Airport) during

which Airline commits no Event of Default under Section 13.01 of this Agreement (and for any such prior period, no act or omission that would have been such an Event of Default hereunder). City shall provide Airline with written notice that Airline must provide the Security Deposit required hereunder and Airline shall provide the Security Deposit within ten (10) days of issuance of the notice. Such Security Deposit shall be in such form as shall be acceptable to City in its reasonable discretion. In the event that any such Security Deposit shall be for a period of less than the full period required by this Agreement, or if such Security Deposit is canceled, Airline shall provide a renewal or replacement Security Deposit for the period following the expiration or cancellation of such Security Deposit previously provided at least sixty (60) days prior to the date on which such previous Security Deposit expires or at least sixty (60) days prior to the effective date of such cancellation. The City's rights under this Section 6.14 shall be in addition to all other rights and remedies provided to the City under this Agreement.

B. If Airline shall commit an Event of Default under Section 13.01 in the payment of any fees due under this Agreement, the Department shall have the right, by written notice to Airline given at any time, to impose or reimpose the requirements of Section 6.1 4(A) on Airline. In such event, Airline shall within ten (10) days from its receipt of such written notice, provide the Department with the required Security Deposit and shall thereafter maintain such Security Deposit in effect until the expiration of a period of eighteen (18) consecutive months during which Airline commits no Event of Default under Section 13.01 of this Agreement. The Department shall have the right to reimpose the requirements of Section 6.14(A) on Airline each time Airline commits such an Event of Default during the term of this Agreement. The Department's rights under Section 6.14(B) shall be in addition to all other rights and remedies provided to the Department under this Agreement. City will also have the option to charge non-signatory landing fee rates if carrier does not comply with Section 6.14(A). above when required to do so.

ARTICLE 7

CALCULATION OF RENTALS, CHARGES, AND FEES

Section 7.01 Rentals, Charges, and Fees

Rentals, charges, and fees will be reviewed and recalculated annually based on the principles and procedures set forth in this Article 7, and set by October 1 of each calendar year.

Section 7.02 Accounting Records

A. City shall maintain accounting records that will document the following items for each of the Airport Cost Centers: (1) revenues, (2) Maintenance and Operating Expenses, (3) annual debt service on Bonds, (4) amortization of the cost of Capital Improvements financed by City from other than Bonds or grants-in-aid, (5) Equipment and Capital Outlays, (6) any annual funding requirements pursuant to the applicable bond requirements, and (7) any other funding requirements imposed by law or judgments.

B. City shall provide to Airline its annual budget and any supplemental financial data required to assess the adequacy of rates and charges established under this Agreement.

Section 7.03 Coordination Procedures—Budget Review and Calculation of Rentals, Charges, and Fees

A. On or before September 1 or as soon thereafter as possible prior to the beginning of each annual adjustment on October 1, City shall submit to Airline the following reports:

1. The Airport's annual budget for the most recent past two, current and the next immediate Fiscal Years, including all estimated Airport Operating Revenues; estimated Maintenance and Operating Expenses; estimated annual debt service on Bonds; expenditures for Equipment and Capital Outlays; and expenditures for Capital Improvements for the Airport, all allocated to Airport Cost Centers as provided herein on a consistent basis from year to year.
2. The adjustment of Allowable Airfield M&O Expenses in accordance with Section 7.06.
3. City's calculation of proposed airline rentals, charges, and fees for the Fiscal Year, based on the procedures set forth in this Agreement.

4. City's calculation of the annual adjustment for the immediately prior Fiscal Year's budget versus the actual rentals, charges, and fees for said Fiscal Year.

B. Within thirty (30) calendar days after receipt of the reports, a meeting shall be held between Director and the Signatory Airlines to discuss the proposed rentals, charges, and fees. Director shall give due consideration to any comments and suggestions of Airline regarding the annual budget for the calculations of the proposed rentals, charges, and fees.

C. The City shall adopt a rates and charges schedule that may, in the discretion of City, include revisions made as a result of Director's discussions with Airline. City shall promptly furnish Airline with a copy of the final calculation of rentals, charges, and fees.

D. Prior to the adoption of a new rates and charges schedule in accordance with Section 7.03(C), the rentals, charges, and fees in effect during the preceding Fiscal Year shall continue in effect until the City has finalized the calculation of the rentals, charges, and fees in accordance therewith, to be effective October 1.

Section 7.04 Calculation of Terminal Building Rental Rates

Terminal building rental rates for each Terminal Building Subcost Center shall be calculated for each Fiscal Year in the following manner, as illustrated on Exhibit E:

- A. City's estimated total "Terminal Building Cost" for each Terminal Building Subcost Center shall be calculated by totaling the following amounts:

1. The total of estimated direct Maintenance and Operating Expenses allocable to the Terminal Building Subcost Center (allocated on the basis of space; provided, however, that for Airline Exclusive Use Space, the airlines are directly responsible for the provision and cost of janitorial service and electricity).
2. Indirect Maintenance and Operating Expenses allocable to the Terminal Building Subcost Center pursuant to Section 7.07.
3. Equipment and Capital Outlays allocable to the Terminal Building Subcost Center (allocated on the basis of space). Any single Equipment and Capital Outlay item which is

in excess of \$50,000 (net of grants-in-aid received) shall be amortized over its useful life, but not less than a two (2) year period by the City.

4. The annual amortization on the amount of any expenditures made by City before July 1 of the adjustment year for Capital Improvements or Equipment and Capital Outlays placed in service which were not disapproved by an MII in the Terminal Building Subcost Center that are funded by City from funds other than Bonds, grants in-aid, or Passenger Facility Charges shall be computed at interest (based on the rate of interest of an A rated municipal bond for a comparable purpose at the time of expenditure at another small-hub airport) using economic lives for each capital item determined by City in accordance with generally accepted accounting practices.

5. The difference between the actual Terminal Building Cost and the budgeted Terminal Building Cost for the prior Fiscal Year.

6. The estimated amount of any assessment, judgment, or settlement payable by the City relating directly to the Airport or its operations and allocable to the Terminal Building Subcost Center.

B. The estimated Terminal Building Cost for each Terminal Building Subcost Center for the Fiscal Year shall then be divided by the total amount of space in the Subcost Center to determine an average rental rate per square foot.

Section 7.05 Calculation of Landing Fee Rates

A Landing Fee Rate per one thousand (1,000) pounds of landed weight shall be calculated in each Fiscal Year in the following manner, as illustrated on Exhibit F. For purposes of calculating each year's estimated Landing Fee, the City will use, at its option and within its discretion, either A) the prior year's total landed weight or B) the Airlines' estimated total landed weight for the coming year, if such estimates are submitted to the City no later than August 1st of each year.

A. City's estimated total Airfield Cost for the Fiscal Year shall be calculated by totaling the following amounts:

1. The total of estimated direct Allowable Airfield M&O Expenses calculated pursuant to Section 7.06.
2. Indirect Maintenance and Operating Expenses allocable to the Airport Airfield calculated pursuant to Section 7.07.
3. Equipment and Capital Outlays allocable to the Airport Airfield. Any single Equipment and Capital Outlay item which is in excess of \$50,000 (net of grants-in-aid received) shall be amortized over its useful life but, not less than a two (2) year period by the City.
4. The pro rata portion of annual debt service on Bonds allocable to the Airport Airfield.
5. The annual amortization on the amount of any expenditures made by City before July 1 of the adjustment year for Capital Improvements or Equipment and Capital Outlays placed in service which were not disapproved by an MII in the Airport Airfield that are funded by City from funds other than Bonds, grants in-aid, or Passenger Facility Charges shall be computed at interest (based on the rate of interest of an A rated municipal bond for a comparable purpose at the time of expenditure at another small-hub airport) using economic lives for each capital item determined by City in accordance with generally accepted accounting practices.
6. The difference between actual Signatory Airline landing fees and invoiced landing fees for the prior Fiscal Year.
7. The estimated amount of any assessment, judgment, or settlement to become payable by the City relating directly to the Airport or its operation and allocable to the Airport Airfield.

B. The Airport Airfield Cost shall be calculated at 100% recovery of the total Airfield Cost and then be multiplied by the following percentage to determine the "Landing Fee Requirement" for such Fiscal Year: fifty percent (50%).

C. City retains the option to negotiate with Airline to increase the Landing Fee rate up to a sixty percent (60%) rate.

D. The Landing Fee Requirement shall then be divided by the estimated Total Airline Certified Landed Weight of all passenger and cargo airlines, to determine the Landing Fee Rate per one thousand pound unit.

Section 7.06 Allowable Airfield Maintenance and Operating Expenses

For purposes of determining the "Allowable Airfield M&O Expenses" that may be included in the calculation of the Landing Fee Rate in accordance with Section 7.05(A)(1), the following procedures shall be followed:

A. The FY 2010 budget of direct Airfield M&O Expenses shall be the base year costs as set forth in Exhibit E.

B. For Fiscal Years after FY 2010, Allowable Airfield M&O Expenses shall not exceed lesser of the percentage increase in the CPI Index (for the most recent 12-month period) or five percent (5%) per year over the preceding year's actual costs; provided however, the costs for snow removal, security, incremental expenses to maintain and operate the CAT II approach and centerline/TDZ lighting on Runway 11, and costs associated with governmental mandates shall not be limited to such percentage increase.

Section 7.07 Allocation of Indirect Expenses

A. City shall allocate the expenses of the Indirect Cost Centers as follows:

<u>Indirect Cost Center</u>	<u>Airfield</u>	<u>Terminal</u>
Jetport/City Administration	50%	50%
Police and Security	10%	90%
Aircraft Rescue and Fire Fighting	95%	5%
Roadways	50%	50%

Section 7.08 Extraordinary Rate Adjustments

A. In the event that, at any time during a Fiscal Year, any of the components of Terminal Building Cost, Airfield Cost, or the Total Airline Landed Weight of all Signatory Airlines varies materially (upward or downward thirty percent (30%) or more) from the estimates used in setting the average rental rate and/or Landing Fee Rate, such rates may be adjusted either upward or downward for the balance of such Fiscal Year, in the event that such adjustment is deemed necessary by City to ensure that adequate revenues will be available from such fees to cover the estimated Terminal Building Cost and/or Airfield Cost for the Fiscal Year. City agrees to give no less than thirty (30) days prior written notice to Airline of any such adjustment.

B. In addition to all other rentals, fees and charges in this Agreement, the Airline shall make payment in the rates for rentals, fees and charges of the Airport in any fiscal year in which the amount in which the revenues less operating and maintenance expenses and the operating and maintenance reserve requirement are projected to be less than 125 percent of the debt service coverage (the "extraordinary coverage protection"). Should extraordinary coverage protection payments be made, the Airport will refund such payments to the signatory airlines as soon as uncommitted funds become available in the surplus fund.

ARTICLE 8

BOND REQUIREMENTS AND FLOW OF FUNDS

Section 8.01 Subordination to Bond Requirements

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by City pursuant to the terms, covenants, and conditions of present and future bond requirements.

B. In conflicts between this Agreement and the bond requirements, the bond requirements shall govern.

C. All definitional terms that are not specifically defined herein are to have the meanings set forth in the bond requirements.

D. Notwithstanding the foregoing, City shall not enact any bond requirements or subsequently amend any bond requirements so as to require a material change in the method of calculation of

rentals and fees payable hereunder or so as to materially adversely affect the rights or enlarge the duties of Airline hereunder.

Section 8.02 Creation of and Flow of Funds

A. Subject to the terms and provisions of the bond requirements and other related instruments, it is mutually understood and agreed that, as long as any Bonds secured by the bond requirements are outstanding, bond proceeds and all Airport revenues shall be deposited, maintained, and paid as set forth in the bond requirements.

ARTICLE 9

MAINTENANCE AND OPERATION OF AIRPORT

Section 9.01 City's Responsibilities

A. City agrees that it will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate with adequate, efficient, and qualified personnel, keep the Airport in good repair including without limitation, the Terminal Building, Airport Airfield, all appurtenances, facilities, and services now or hereafter connected with the foregoing; will keep the Airport and its aerial approaches reasonably free from obstruction and interference for the safe and proper use thereof by Airline; and will develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of City. City shall not be liable to Airline for temporary failure to furnish all or any such services to be provided by City, whether due to mechanical breakdown or for any other causes beyond the reasonable control of City.

B. City, with its own forces or by contract, shall operate and maintain and keep in good condition the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, except any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, except Airline's Exclusive Use Space (as shown on Exhibit C), in a neat, orderly, sanitary, and presentable condition. City shall be responsible for the maintenance and operation of Common Use Space (including provision of electricity and cleaning), which costs shall be included in the calculation of Common Use Space terminal building rentals.

C. City, with its own forces or by contract, shall at all times maintain the public and Common Use spaces and passenger seating in the holdroom area of the Terminal Building so as to provide for reasonable unobstructed use thereof by passengers and invitees, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

D. City shall supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, lighting, ventilation, heat, electrical, water, and sewerage facilities for Terminal Building public use areas, Airline's Leased Premises; adequate illumination in Common Use Space; and janitorial service in the Terminal Building, excluding Airline Exclusive Use Space.

Section 9.02 Airline's Responsibilities

Subject to the provisions of Section 9.04:

A. Airline shall, at all times keep its Exclusive Leased Premises neat, orderly, sanitary, and presentable; and shall cause to be removed at Airline's own expense from such spaces all waste, garbage, and rubbish, and agrees not to deposit the same on any part of the Airport, except that Airline may deposit same temporarily in its Exclusive Use Space or in space designated by City in connection with collection for removal.

B. Airline shall maintain the apron area contiguous to its assigned gates in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, or suppliers, and remove and properly dispose of all oil and grease spillage that is attributable to Airline's aircraft or equipment from its aircraft parking positions.

C. Airline shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all facilities, personal property, trade fixtures, and equipment located in its Exclusive Use Space except structural repairs, conditions pre-existing execution of this Agreement and not reasonably discoverable by Airline, and repairs necessitated by latent defects of facilities provided by the City. Airline shall be responsible for providing, at its sole cost, all movable furniture, personal property, equipment, and trade fixtures in its Exclusive and Preferential Use Space at all times.

D. Airline shall immediately repair any damage in any space at the Airport occasioned by the fault or negligence of Airline, its servants, agents, employees, licensees, and invitees.

E. Except as provided in Section 3.02 paragraph H, Airline shall not erect, maintain, or display on its Leased Premises in the public view any billboards, advertising, or materials without the prior written approval of the Director. It is the City's policy that no advertising of any pricing shall be permitted.

F. Airline expressly agrees that City shall not be liable to Airline, for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil authority not caused by the negligence or willful acts or omissions of City.

G. Airline shall provide and maintain hand fire extinguishers for the interior of its Exclusive Use Space as required by applicable safety codes.

Section 9.03 City's Right to Inspect and Make Repairs

City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right at any time in the case of emergencies, otherwise during normal business hours upon reasonable notice, to enter upon Airline's Exclusive Use Space and Preferential Use Space, accompanied by an authorized Airline representative, if practicable, for the following purposes:

A. To inspect such space to determine whether Airline has complied and is in compliance with the terms and conditions of this Agreement.

B. Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as City reasonably deems necessary, if Airline fails to perform its obligations in a timely manner under this Article 9, and to recover the actual cost of such maintenance, cleaning, or repair from Airline, plus a fifteen-percent (15%) administrative charge from Airline on the next rent due.

C. Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as City reasonably deems necessary, and which is the responsibility of the City under this Agreement.

Section 9.04 Alterations and Improvements

A. Airline shall make no repairs, alterations, additions, improvements to, or installations on the space leased under this Agreement without the prior written approval of Director.

B. Plans and specifications for such work shall be filed with and subject to the approval of the Director and all work shall be done in accordance with local ordinances and State and federal laws and regulations.

C. All alterations and improvements other than movable furniture, personal property, equipment, and trade fixtures shall become part of the realty and title shall vest with City upon completion.

Section 9.05 Environmental Regulations

Airline shall comply with the following environmental regulations:

A. Airline shall not cause or permit any Hazardous Materials, as defined in applicable local, state or federal law, to be stored or used on or about the Airport by Airline, its affiliates, agents, or employees, except in compliance with Environmental Laws as described below and as permitted by the City.

B. Airline shall at all times and in all respects comply with all present and hereinafter enacted local, state, and federal laws, ordinances, regulations, orders, and any amendments thereto relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the premises (collectively, "Environmental Laws").

C. Airline shall, at its sole expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required by any environmental law or regulation for Airline's use of the Airport, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Airport. If required by any environmental law or regulation, Airline shall cause any and all Hazardous Materials removed from the Airport to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Airline shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Airport in conformity with all

applicable Environmental Laws or any successor laws thereto and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of its operating permit or this Agreement, Airline shall cause all of Airline's Hazardous Materials to be removed from the Airport and to be transported for use, storage, or disposal in accordance and compliance with all applicable Environmental Laws; provided, however, that Airline shall not take any remedial action in response to the presence of any Hazardous Materials on or about the Airport, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Airport without first notifying the City in writing of Airline's intention to do so and affording the City ample opportunity to appear, intervene, or otherwise appropriately assert and protect the City's interest with respect thereto. Any remedial action shall be conducted by the Airline as required by, and in compliance with, Environmental Laws.

D. If at any time Airline shall become aware that any Hazardous Material has come to be located on or about the Airport in violation or potential violation of Environmental Laws, Airline shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide the City with written notice of that condition. In addition, to the extent that Airline has notice, Airline shall immediately notify the City in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Airline or the Jetport relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Jetport, including any complaints, notices, warnings, or asserted violations in connection therewith. Airline shall also supply to the City as promptly as possible, and in any event within five (5) business days after Airline first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Jetport or Airline's use thereof, and Airline shall promptly deliver to the City copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the premises.

E. Airline shall indemnify, defend and hold harmless the City, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including without limitation, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises) costs, or expenses (including without limitation reasonable attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Leased Premises or any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by the Airline's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in its activities hereunder, except to the extent caused by the negligence or willful acts or omissions of the City. Airline's obligations under this Paragraph (E) shall include, without limitation, and whether foreseeable or enforceable, any and all costs incurred in connection with any investigation of the condition of Airport or other property, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of Airport or other property and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Airline's obligations under this Paragraph (E) shall survive the expiration or earlier termination of the term of this Agreement.

F. Notwithstanding any provisions to the contrary, the City, at its sole discretion, shall have the right to enter and inspect the Leased Premises, including Airline's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Airline's business, to investigate the presence or potential presence of Hazardous Materials on the premises in violation of Environmental Laws. During such inspection, the City shall have the right to visually inspect the Leased Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. City shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Leased Premises in violation of Environmental Laws, then Airline shall fully reimburse the City for such expenses within ten (10) days of receiving the City's written request for reimbursement, unless Airline can provide reasonable evidence that such violation was not caused by Airline.

G. The provisions of this section 9.05 shall survive the expiration or early termination of this Agreement.

ARTICLE 10

DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01 Damage or Destruction

A. If the Leased Premises or any portions thereof, or buildings or structures of which such space may be a part, be damaged by fire or other casualty not caused by Airline, City shall notify Airline within sixty (60) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by City, and the rental allocable to the particular building, rooms, or other portion of the Leased Premises rendered untenable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that City shall exert its best effort to provide Airline with temporary substitute space, if available, at a rental rate not to exceed that provided for in this Agreement for comparable space until such time as the repairs are completed.

B. If the City shall fail to notify Airline of its decision within sixty (60) days after destruction, City shall be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such space as of the date of the damage, with no further liability therefore by either City or Airline.

C. In the event City elects not to reconstruct or replace Airline's Leased Premises, City shall meet and consult with Airline on ways and means to permanently provide Airline with adequate replacement space for Airline's Leased Premises. In such event, City agrees to amend this Agreement to reflect related additions and deletions to Airline's Leased Premises. If, after such consultation, there is no adequate replacement space reasonably available and acceptable to Airline, then Airline reserves the right to terminate this Agreement upon 30 days prior written notice to City with no further liability of either party to the other.

D. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Terminal or to the property of either Party, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried

by the Parties, or either of them. Each Party shall be responsible for maintaining such casualty insurance on its property as it deems necessary and such policies shall waive any right of subrogation thereunder against the other Party.

ARTICLE 11 INSURANCE AND INDEMNIFICATION

Section 11.01 Insurance

A. Airline shall, without expense to City, and upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage, with limits as hereinafter stated, insuring against the liabilities set forth in Section 11.02.

B. Such insurance shall include, by way of example but not by way of limitation, comprehensive general liability coverage and automobile liability insurance coverage and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, and authorized to do business in the State of Maine. Such insurance policies shall contain an endorsement providing that City will be given not less than thirty (30) calendar days written notice prior to the cancellation or material adverse change of the provisions or coverages affecting the interest of City provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement.

C. Airline shall cause a certificate or certificates of insurance to be furnished to City evidencing such insurance coverage prior to execution of this Agreement. If City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Agreement, Airline shall, prior to the effective date of such cancellation or change, obtain and provide City with certificates evidencing the re-establishment of the insurance coverage required hereby. If Airline does not notify City by the effective date of such cancellation or change, this will constitute a breach by Airline and permit City to terminate this Agreement pursuant to Section 14.03, or to purchase such insurance and charge the cost thereof to Airline as additional rent.

D. The minimum limits of coverage shall be as follows:

1. Airline, at its own expense, shall procure and maintain for the benefit of the City and itself, as their respective interests shall appear, aviation general liability insurance, including bodily injury and property damage with A.M. Best rating of A-VIII or better, with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, with the following minimum limits:

\$1,000,000 per occurrence/\$5,000,000 general aggregate;
\$2,000,000 aggregate for products and completed operations;
\$1,000,000 personal and advertising injury;
\$50,000 fire legal liability;

Aircraft liability

- \$50,000,000 per occurrence for all-cargo operators using any aircraft of more than 50,000 pounds Maximum Gross Certificated Landed Weight ;
- \$5,000,000 per occurrence for all-cargo operators using any aircraft of less than 50,000 pounds Maximum Gross Certificated Landed Weight;
- \$1,500,000 per seat, including crew, for airlines exclusively using aircraft with 25 or fewer seats;
- \$100,000,000 per occurrence for all others

2. Comprehensive automobile liability policy in a minimum amount of one million dollars (\$1,000,000) for both bodily injury and property damage, combined single limit per occurrence.

3. Comprehensive general liability, including Products and Completed Operations, policy in minimum amount of one million dollars (\$1,000,000) for bodily injury and five hundred thousand dollars (\$500,000) for property damage, or combined single minimum amount of one and one-half million dollars (\$1,500,000) for both bodily injury and property damage.

4. Workers' compensation insurance in a minimum amount as required by State law and employer's liability in a minimum amount of one hundred thousand dollars (\$100,000) per accident and \$500,000 per disease.

E. Any insurance limits required hereunder are minimum limits only and are not intended to restrict liability imposed under this Agreement.

F. Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, City shall be included as an additional insured

throughout the term of the Agreement; provided such liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, and caused by, any work, operations, activities or occupancy under this Agreement, except to the extent caused by the sole negligent act or omission or willful misconduct of City. Airline shall show City as an additional insured with respects to Airline's operations and activities at the Airport. Airline may then also show on the insurance certificate that liability insurance coverage also includes contractual liability.

G. Any and all of the above insurance coverages shall be on an "occurrence" basis, not on a "claims made" basis. All insurance provided by Airline hereunder shall be primary to any insurance or self-insurance of City.

H. City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to, and shall not, make City a partner or joint venture with Airline in its operations at the Airport.

Section 11.02 Indemnification

A. To the fullest extent permitted by law, Airline shall be responsible for all liability arising out of its operations under this Agreement except that resulting from the sole negligence or willful misconduct of City, and Airline shall indemnify, defend, and hold the City, and its officers, agents, and employees harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property (including without limitation City property or personnel), including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or Airline's negligent act or omission or willful misconduct in the use of, occupancy of, or operations of Airline at or about, the Airport or the negligent acts or omissions or willful misconduct of Airline's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except Airline shall not be liable to the extent such loss or judgment is finally determined to result from the negligent act or omission of City. Airline shall maintain contractual liability insurance to cover this indemnification agreement. The Director shall give to Airline prompt notice of any such claims or actions. Airline shall also use counsel reasonably acceptable to City in

carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement with respect to matters arising before such expiration or early termination.

Airline, furthermore, shall indemnify, defend and hold the City and its officers, agents and employees harmless, from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands of any character, name or description, arising out of, brought for or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Solid Waste Management Act, the Solid Waste Disposal Act, the Hazardous Sites Cleanup Act, the Clean Water Act, all applicable OSHA Regulations, or any other state or federal environmental law or regulation or any liabilities that may be imposed pursuant thereof, as a result of or incident to this Agreement and/or the use of occupancy of or operations of Airline, its officers, agents, employees, contractors, subcontractors, licensees, or invitees at or about the Airport.

B. Airline shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against City or in which City may be impleaded with others upon any such above-mentioned matters, claim or claims, including claims of contractors, employees, laborers, material men, and suppliers. City shall have the right to participate in such suits and no action shall be settled without prior consent of the City. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the City which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

C. Airline hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of Maine or judicial decisions, disallowing or limiting the foregoing indemnification, and consents to a cause of action for indemnity. Airline further waives subrogation rights against the City pursuant to Workers Compensation laws and will defend and indemnify the City from any such subrogation claims.

D. Any Mechanic's Lien or any other lien which may be filed against City property as a result of the any act or omission of Airline, its officers, agents, employees, contractors, subcontractors or anyone for whose action Airline may be legally liable, and arising out of any activities under this

Agreement shall be defended (by counsel reasonably acceptable the City) and promptly discharged by Airline at its own expense. If the Airline should fail, either to defend the City against the lien or to discharge it, then the City may do so at Airline's expense. In the event of such an undertaking by the City, the Airline will promptly reimburse the City for all of its costs and expenses in so doing, including, but not limited to, reimbursement of the City's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

E. Airline agrees to require all independent contractors that enter the Airport to perform work for, or to supply to, Airline to maintain liability and workers compensation insurance coverage in the amounts provided in Section 11.01 (D) (2)-(4) and to name the City of Portland as an additional insured on such liability policies.

F. Airline agrees to assume all risks of loss to its property resulting from any fire, theft, and/or vandalism, occurring in the Airline's Exclusive Use space.

ARTICLE 12 ASSIGNMENT OR SUBLEASE

Section 12.01 General

Airline shall not at any time transfer, convey, assign, sublet, mortgage, pledge, or encumber its interest under this Agreement, or any part of the Leased Premises without the prior written approval of the City; provided however Airline may assign its entire interest to an entity which merges with or succeeds to the business of the Airline without need for prior City approval provided that Airline is not in default in any of the terms hereunder. Airline shall provide City with written notice of any such merger or succession. Any failure of Airline to obtain City's prior approval is a material breach of this Agreement.

Section 12.02 Relinquishment of Space

If Airline desires to relinquish any of its Exclusive or Preferential Use Space, Airline will notify City in writing of the space available, and City shall make a good faith effort to reassign the space to another airline. No relinquishment, assignment, transfer, conveyance, or sublease by Airline shall relieve Airline of its responsibility for payment of rent, utilities, fees and other charges and performance of all

other obligations provided in this Agreement, without specific written consent by City to such assignment, transfer, conveyance or sublease.

Section 12.03 Consent

Consent by City to any type of transfer provided for by this Article 12 shall not in any way be construed to relieve Airline from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

ARTICLE 13

DEFAULTS

Section 13.01 Default

If Airline (1) fails to pay rent or any other payment due hereunder within ten (10) calendar days after receipt of written notice of a past due account, or (2) fails to commence immediately to keep and perform any of its other covenants and agreements within thirty (30) calendar days after receipt of written notice, provided, however, that if such default cannot reasonably be cured in such thirty (30) calendar day period, then Airline shall have additional reasonable time to cure such default so long as Airline diligently proceeds to cure; or (3) fails to continue to complete, in a timely manner, any of its covenants and agreements after performance is commenced, or after the filing of any petition, proceedings, or action by, for, or against Airline under any insolvency, bankruptcy, or reorganization act of law, then, at the election of City:

A. Without terminating this Agreement, City may reenter the space and improve and relet all or any part of it to others, for the account of Airline, including costs of renovation necessitated by the neglect of Airline, its agents, or its employees, for all sublease rentals received, and Airline shall promptly reimburse City for any deficiency in rentals or other payments received under such subletting, as compared to Airline's obligations hereunder.

B. At any time before or after a reentry and reletting as provided in Section 13.01(A), City may terminate Airline's rights under this Agreement as provided in Section 14.03, without any restriction upon recovery by City for past due rentals and other obligations of Airline. City shall have all additional rights and remedies as may be provided to landlords by law.

C. In the event of Airline default hereunder, nothing herein is intended nor shall it be deemed to waive, amend, or modify Airline's duty to pay all rents, fees, expenses and other sums due hereunder.

ARTICLE 14 TERMINATION

Section 14.01 Events Permitting Termination by Airline

Airline may terminate this Agreement and all of its future obligations hereunder, at any time that Airline is not in default in its payments or other obligations to City hereunder, by giving City sixty (60) calendar days advance written notice only if (1) Airline is prohibited by lawful authority from using the Airport for a period exceeding sixty (60) consecutive calendar days because of any deficiency of the Airport or an unsafe operating condition existing at the Airport and not attributable to the act or omission of the Airline, or (2) City is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding sixty (60) consecutive calendar days after receipt of written notice of such breach from Airline and City's failure to cure such breach, or if such breach cannot be cured within sixty (60) days, City fails to diligently proceed to cure such breach.

Section 14.02 Conditions of Premises at Termination

Upon termination of this Agreement, Airline shall yield and deliver to City the Leased Premises promptly and in a clean, sanitary condition, and, if necessary, restored to the satisfaction of City, reasonable wear and tear, and damage due to any structural defects or casualty loss not the fault of Airline excepted.

Section 14.03 Events Permitting Termination by City

A. City, at its option and in its discretion, may terminate this Agreement upon sixty (60) calendar days' written notice and all of its obligations hereunder and may exercise all rights of entry and reentry upon the demised premises, with or without process of law, upon or after the occurrence of any one of the following events:

1. Airline is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after City has notified Airline in writing that payment was not received when due;

2. Airline files in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Airline's property to the extent such termination is permitted by law;
3. Airline makes any general assignment for the benefit of creditors;
4. Airline abandons the Leased Premises for a period of thirty (30) consecutive days;
5. Airline defaults in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Airline, and such default continues for a period of thirty (30) days after receipt of written notice from City to cure such default, or if such default cannot be cured within thirty (30) days, Airline fails to diligently proceed to cure such default upon receipt of City's written notice;
6. Airline is adjudged as bankrupt in involuntary bankruptcy procedures;
7. Airline is made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Airline where such receivership is not vacated within sixty (60) days after the appointment of such receiver;
8. Airline reduces its scheduled service at the Airport to less than one (1) flight per weekday unless such reduction of service is directly attributable to circumstances for which Airline is not responsible, and which are totally beyond its control; or
9. Airline has its FAA Operating Certificate revoked for a period of thirty (30) consecutive days.

B. In any of the aforesaid events, City may take immediate possession of the Leased Premises including any and all improvements thereon and remove Airline's effects. Airline shall be liable to City for any costs of cleanup, storage, removal, or disposition of Airline's effects and for restoration of the Leased Premises and for any costs incurred by City, including without limitation, attorneys' fees in enforcing its rights under this Section 14.03.

C. Failure of City to declare this Agreement canceled upon the default of Airline for any of the reasons set out shall not operate to bar or destroy the right of City to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

D. No receipt or acceptance of money by City from Airline after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Leased Premises, shall reinstate, continue, or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which City's consent is required or operate as a waiver of any right of the City to retake and resume possession of the Leased Premises.

Section 14.04. "Days" defined.

Unless otherwise specified, all reference to "days" in this Article shall mean calendar days.

ARTICLE 15
GENERAL PROVISIONS

Section 15.01 Rules and Regulations

A. Airline shall observe and obey all reasonable and non-discriminatory lawful Rules and Regulations established, promulgated, amended, and/or adopted consistent with this Agreement from time to time during the term hereof by City, governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules and Regulations, as adopted, shall be forwarded to Airline's local manager.

B. Airline shall not violate, nor knowingly permit its officers, agents, employees, invitees or independent contractors acting on Airline's behalf, to violate any such Rules and Regulations.

Section 15.02 Compliance with Law

A. Airline shall not use the Leased Premises or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, invitees, code share airlines or licensees for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable ordinances and laws of any city, county, or state government or of the U.S. Government, and of any political division or subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder or the Leased Premises.

B. At all times during the term of this Agreement, Airline shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all present and future statutes and ordinances, rules and regulations promulgated thereunder, of all federal, state, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Airline or Airline's operations and activities under this Agreement.
2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Exclusive Use Space (subject to prior written approval of City), and Airline's personal property that are required to comply with or conform to any such statutes and ordinances, and regulations which are promulgated or enacted by City. City represents that at the beginning of this Lease Term, all Exclusive Use Space complies with applicable statutes, ordinances and regulations.
3. Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of Airline hereunder.

Section 15.03 Nondiscrimination.

Airline, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

- A. That no person on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.
- B. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- C. That Airline shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Airline shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

D. That, in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement.

Section 15.04 Affirmative Action

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the federal Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of Portland, to insure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, age, physical or mental disability, ancestry or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Airline assures that it will require that its covered sub organizations (sublessees) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub organizations (subleasees) to the same effect.

Section 15.05 Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15.06 Subordination to Agreements with U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

Section 15.07 Nonwaiver of Rights

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated, shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of City of any of the provisions herein imposed upon Airline.

Section 15.08 Federal Aviation Act, Section 308

Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended or succeeded, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of this Agreement.

Section 15.09 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 15.10 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.11 Assignment by City or Other Successor in Interest

City may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest. City, airport authority or other successor in interest may assign, pledge or take other appropriate action with respect to this Agreement and their rights

and interests hereunder for any purpose relating to the issuance of bonds or other revenue generating devices.

Section 15.12 Removal of Disabled Aircraft

Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and aircraft parking positions) and place any such disabled aircraft in such storage areas as may be designated by Director. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Airline fails to remove any of its disabled aircraft promptly, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall be consistent with federal laws and regulations, including those of the FAA and the National Transportation Safety Board (NTSB). Airline agrees to reimburse City for all costs of such removal and/or storage within thirty (30) days of receipt of an invoice thereof; and Airline, furthermore, hereby releases City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any connected with such removal by City, except to the extent caused by the negligence or willful misconduct of City, its agents, or its employees.

Section 15.13 Quiet Enjoyment

City covenants and agrees that Airline on paying the rent (and other charges herein provided for) and observing and keeping the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Agreement without hindrance or molestation by City or any person claiming under City.

Section 15.14 Agreement Subject to Covenants in Deed

It is mutually agreed that this Agreement is made subject to the covenants, requirements and restrictions contained in the Deed or Deeds by which City obtained title to said Portland International Jetport.

Section 15.15 Force Majeure

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots,

strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

Section 15.16 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Section 15.17 Time is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 15.18 Agreement Made in Maine

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the State courts in Cumberland County, Maine.

Section 15.19 Cumulative Rights and Remedies.

All rights and remedies of City and Airline here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by City and Airline of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy. Notwithstanding the foregoing, neither party shall be liable to the other party for incidental, special, punitive or consequential damages hereunder.

Section 15.20 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 15.21 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 15.22 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and Airline and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 15.23 Authorization to Enter Agreement

If Airline signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of Airline warrants to City that Airline is a duly authorized and existing corporation, that Airline has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so. Upon City's request, Airline will provide evidence satisfactory to City confirming these representations.

Section 15.24 Approvals

Wherever approval of City or Airline is required hereunder, such approval shall not be unreasonably delayed or withheld.

Section 15.25 Favored Nations

City shall not enter into any written or oral lease, contract or other agreement with any other Air Transportation Company providing service at the Airport, or which may provide service at the Airport, which contains any rights, licenses, privileges, rates or charges more favorable to such carrier than the rights, licenses, privileges, rates and charges granted to or payable hereunder by Airline, or containing any other material terms which are more favorable to said carrier than those afforded to Airline hereunder unless City also makes those more favorable terms available to Airline; and provided further, that City reserves the right to charge for the use of the International Facilities Area on a per use basis.

Section 15.26 Effective Date

This Agreement shall be effective as of the date of execution on the front page.

Section 15.27 Existing Agreements Terminated

All agreements between the parties in effect prior to execution of this Agreement and covering the subject matter of this Agreement are terminated as of the effective date of this Agreement.

Section 15.28 Notices

- A. Any notice under the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested, or by overnight courier service. If such notice is given by Airline, it shall be submitted to the Director of Aviation and Transportation, Portland International Jetport, 1001 Westbrook Street, Portland, Maine 04102, with a copy to the City Manager, 389 Congress Street, Portland, ME 04101, or to such revised address as notified by City. If given by City, such notice shall be submitted to the address of Airline at the following address:

- B. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

- C. Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

Section 15.29 Capacity.

Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Agreement by or on behalf of the

representing party has the authority to act on behalf of and bind the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which it is bound and, if requested, each party shall furnish to any other party reasonably satisfactory evidence of such authority and approval.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives,
have executed this Agreement on the day and year first above written.

CITY OF PORTLAND

AIRLINES

By: _____

By: _____

Jon P. Jennings, City Manager

(Please print name)

Its _____
(Title)

EXHIBIT B

CAPITAL IMPROVEMENT PROGRAM

TABLE 2 CIP Project Costs and Funding Sources Portland International Jetport (in \$000's)							
Proj. No.	Description	Project Costs		Funding Sources			
		2016 \$	Inflated	AIP Grants	State	Local	
						PFCs	Jetport
FISCAL YEAR 2017							
1	Terminal Apron Expansion Northwest End - Phase 1	\$3,290	\$3,379	\$3,041	\$169	\$0	\$169
2	Environmental Assessment and Permitting for Airport Improvements	750	770	693	39	0	39
Subtotal 2017		\$4,040	\$4,149	\$3,734	\$207	\$0	\$207
FISCAL YEAR 2018							
3	Gate 1 Apron Reconstruction and Construct TW C Snow Shoulders North	\$4,089	\$4,320	\$3,888	\$216	\$0	\$216
4	Runway Incursion Warning System	125	132	119	7	0	7
5	3rd Floor Bypass Auto Exit Portals	450	475	0	0	475	0
6	Gate 1 - 6 Rehabilitation & Vertical Circulation Improvement	2,000	2,110	0	0	0	2,110
7	Pre Conditioned Air/Lifts for Loading Bridges	900	949	854	0	0	95
8	Gate 1 Additional Loading Bridges	650	686	0	0	686	0
9	Central Air Handling Units	220	232	0	0	232	0
Subtotal 2018		\$8,434	\$8,903	\$4,861	\$223	\$1,392	\$2,427
FISCAL YEAR 2019							
10	Terminal Apron Expansion Northwest End - Phase 2	\$2,085	\$2,225	\$2,003	\$111	\$0	\$111
11	Environmental Assessment Mitigation Measures	1,000	1,083	975	54	0	54
12	ARFF Vehicle	1,000	1,083	975	54	0	54
13	Snow Removal Tractor for Airfield Lights/Signs	350	379	341	19	0	19
14	Maintenance Building Generator and Enclosure	250	271	244	14	0	14
15	Click to Activate Runway Lights	50	54	49	3	0	3
16	Admin Offices above Bag Claim - East End	1,500	1,625	0	0	244	1,381
17	Additional Loading Bridges for Gate 11	650	704	0	0	704	0
Subtotal 2019		\$6,885	\$7,424	\$4,586	\$255	\$948	\$1,636
FISCAL YEAR 2020							
18	Long Term Hold/Deicing/RON Apron - Phase 1	\$3,918	\$4,220	\$3,798	\$211	\$0	\$211
19	FIS Facility	7,000	7,787	0	0	7,398	389
Subtotal 2020		\$10,918	\$12,007	\$3,798	\$211	\$7,398	\$600

TABLE 2 (Continued)							
FISCAL YEAR 2021							
20	Snow Melt Equipment for Contaminated Snow	\$300	\$343	\$308	\$17	\$0	\$17
21	Long Term Hold/Deicing/RON Apron - Phase 2	2,400	2,600	2,340	130	0	130
22	Runway 11 Taxiway Bypass and Perimeter Service Road Realignment	1,028	1,100	990	55	0	55
23	Tree Removal for GQS on Runway 36 End	50	57	51	3	0	3
24	Expand Baggage Claim - Phase 2	10,000	11,425	0	0	10,854	571
25	Loading Bridge	515	588	0	0	588	0
Subtotal 2021		\$14,293	\$16,113	\$3,690	\$205	\$11,442	\$776
FISCAL YEAR 2022							
26	Construct Air Cargo Taxiway - Phase 1 TW G to TW A	\$3,660	\$4,200	\$3,780	\$210	\$0	\$210
27	Rehabilitate Cargo Apron	2,440	2,863	2,577	143	0	143
28	Displacement Plows	750	880	792	44	0	44
29	Airport Security Fence and Gate Upgrades (North East Area)	245	288	259	14	0	14
Subtotal 2022		\$7,095	\$8,230	\$7,407	\$412	\$0	\$412
TOTAL SHORT TERM		\$51,665	\$56,827	\$28,076	\$1,512	\$21,180	\$6,058
INTERMEDIATE TERM							
1	Construct Taxiway C Realignment - Phase 1	\$6,080	\$7,524	\$6,772	\$376	\$0	\$376
2	Loading Bridge	538	666	0	0	666	0
3	Land Acquisition	1,948	2,476	2,228	124	0	124
4	Construct Air Cargo Taxiway - Phase 2	2,400	3,050	2,745	153	0	153
5	Loading Bridges	2,186	2,778	0	0	2,778	0
6	Replace Regional Boarding Ramps at Gate 1B and C	350	445	0	0	445	0
7	Relocate Taxiway A East of Runway 18-36	5,200	6,788	6,109	339	0	339
8	Construct Taxiway C Realignment - Phase 2	3,000	4,022	3,619	201	0	201
9	Relocate Service Access Road East of Cargo	600	804	724	40	0	40
10	Parking Garage Expansion Phase 3	15,000	20,108	0	0	0	20,108
TOTAL INTERMEDIATE TERM		\$37,302	\$48,661	\$22,197	\$1,233	\$3,889	\$21,341
LONG TERM							
1	Construct Air Cargo Apron Phase II (North)	\$4,300	\$5,920	\$5,328	\$296	\$0	\$296
2	Construct Air Cargo Apron Phase I (South)	3,000	4,130	3,717	207	0	207
3	ARFF Vehicle	1,500	2,065	1,859	103	0	103
4	Construct Taxiway B Runway 36 to 29	2,800	3,959	3,563	198	0	198
5	Extend Cargo Apron East Interport Location	1,900	2,686	2,418	134	0	134
6	Rotary Snowplow 5000 TPH	550	778	700	39	0	39
7	Expand Maintenance Building	3,750	5,445	4,901	272	0	272
8	Construct Aircraft Engine run-Up Pad	1,600	2,323	2,091	116	0	116
9	SRE 18' FRT MTD Broom	950	1,379	1,241	69	0	69
10	Strengthen/Rehab Runway 11-29	8,200	12,228	11,006	611	0	611
11	Displacement Plows/Spreaders	650	969	872	48	0	48
12	Strengthen/Rehab Taxiways A, D, E, & F	5,900	9,036	8,132	452	0	452
13	2000 Gallon Liquid Spreader	250	383	345	19	0	19
14	ARFF Vehicle	125	191	172	10	0	10
15	Construct South Apron Taxiway	2,830	4,451	4,006	223	0	223
16	Construct South General Aviation Apron - Phase 1	2,300	3,618	3,256	181	0	181
17	Construct South General Aviation Apron - Phase 2	2,300	3,715	3,344	186	0	186
18	Terminal Westerly Expansion	16,000	25,846	0	0	24,553	1,292
19	Rehabilitate Runway 18-36, Taxiway B and J	3,600	5,972	5,375	299	0	299
20	Construct South General Aviation Apron - Phase 3	3,000	4,977	4,479	249	0	249
21	Ramp Expansion East of Air Traffic Control Tower	7,200	12,267	11,040	613	0	613
22	Snow Plows	650	1,107	997	55	0	55
23	Parking Garage Expansion Phase 4	20,000	34,075	0	0	0	34,075
24	Terminal Easterly Expansion/Renovation	11,000	18,741	0	0	17,804	937
TOTAL LONG TERM		\$104,355	\$166,264	\$78,842	\$4,380	\$42,358	\$40,685
TOTAL CIP		\$193,322	\$271,752	\$129,116	\$7,126	\$67,426	\$68,084
PLUS: CAPITAL OUTLAY		\$30,738	\$40,498	\$0	\$0	\$0	\$40,498
TOTAL CIP AND CAPITAL OUTLAY		\$224,059	\$312,250	\$129,116	\$7,126	\$67,426	\$108,582

TABLE 1				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
RATE SUMMARY				
April 22, 2016	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Terminal Rental Rates				
Airline Exclusive Use	\$28.46	\$29.17	\$29.41	\$29.25
M&O Expenses Rate	\$14.70	\$14.56	\$14.64	\$15.31
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.52	\$2.70	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$0.96	\$0.68	\$0.68	\$0.00
	\$28.55	\$29.25	\$29.49	\$29.25
Common Use				
Airline Exclusive Use	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.52	\$2.70	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$1.05	\$0.76	\$0.76	\$0.00
	\$36.11	\$38.88	\$39.12	\$38.44
Outbound Baggage				
Airline Exclusive Use	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$7.84	\$7.18	\$7.18	\$7.61
In-Line Baggage Rate	\$4.29	\$5.10	\$5.09	\$5.18
Indirect M&O Rate (Excluding Security)	\$6.16	\$6.31	\$6.30	\$6.09
Security M&O Rate	\$3.93	\$4.11	\$4.29	\$4.25
Capital Projects Rate	(\$0.81)	\$1.62	\$1.62	\$0.00
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)				
	\$28.60	\$29.12	\$29.36	\$29.25
Public/City				
Airline Exclusive Use	\$14.70	\$14.56	\$14.64	\$15.31
M&O Expenses Rate	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.53	\$2.71	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$1.10	\$0.62	\$0.62	\$0.00
	\$2.93	\$2.83	\$2.82	\$3.24
Landing Fee				
	\$7.64	\$8.06	\$8.24	\$8.85
Airline Cost Per Enplanement				

EXHIBIT D
TERMINAL BUILDING SUBCOST CENTERS

City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
OPERATING EXPENSES				
April 22, 2016				
	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Summary by Line Item				
Payroll	\$2,657,318	\$2,826,395	\$2,794,832	\$3,099,095
Benefits	1,609,985	1,701,450	1,711,905	1,831,922
Administrative Services	473,291	670,020	652,182	720,355
Contractual Services	4,066,917	4,102,922	4,115,754	4,333,248
Maintenance & Repairs	1,043,208	1,012,403	976,791	1,028,076
Rentals	39,556	15,249	41,895	39,623
Insurance	167,077	138,789	153,393	138,431
Supplies	696,909	754,840	718,652	713,754
Minor Capital Items	9,260	8,000	8,000	0
Utilities	1,484,605	1,250,134	1,246,747	1,299,470
Contributions	1,632,504	1,832,286	1,825,524	1,914,987
TOTAL	\$13,880,630	\$14,312,488	\$14,245,675	\$15,118,961
Summary by Cost Center				
Jetport Administration (01)	\$1,856,400	\$2,131,128	\$2,173,882	\$2,085,656
Jetport Field (02)	2,743,962	2,847,202	2,809,453	3,091,983
General Aviation (03)	22,790	26,654	19,728	25,504
Fringe & Indirect Costs (04)	0	0	0	0
Security (05)	1,904,231	1,951,412	1,947,822	1,884,225
Terminal (06)	4,395,349	4,328,794	4,351,846	4,554,802
Jetport Surplus (07)	0	0	0	0
Marketing (08)	368,502	545,259	500,080	596,454
Parking (09)	183,909	187,328	173,627	204,384
Airfield Deicing Facility (10)	758,545	682,733	657,260	682,081
ARFF	1,646,942	1,611,977	1,611,977	1,993,872
Roadways	0	0	0	0
TOTAL	\$13,880,630	\$14,312,488	\$14,245,675	\$15,118,961

EXHIBIT E

CALCULATION OF TERMINAL BUILDING RENTAL RATES – ILLUSTRATION

TABLE 2				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
TERMINAL RENTAL RATE				
Exclusive Use				
April 22, 2016				
	Actual 2015	Budget 2016	Estimated 2016	Budget 2017
Direct Expense				
M&O Expenses (Less: Bldg Maint & Elec)	\$755,833	\$748,241	\$752,497	\$786,949
Building Maintenance	0	0	0	0
Electricity	0	0	0	0
	\$755,833	\$748,241	\$752,497	\$786,949
Indirect Expense				
Administration	\$205,411	\$247,093	\$246,869	\$247,622
Security	316,449	324,290	323,693	313,125
ARFF	15,205	14,882	14,882	18,408
Roadways	0	0	0	0
	\$537,065	\$586,266	\$585,445	\$579,154
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$0	\$1,846	\$1,846	\$0
Equipment & Capital Outlays < \$10K - Indirect	0	0	1,041	0
Amortization	26,034	33,947	41,954	43,617
Debt Service	94,560	94,237	94,237	93,868
	\$120,594	\$130,030	\$139,078	\$137,484
TOTAL REQUIREMENT	\$1,413,492	\$1,464,537	\$1,477,020	\$1,503,588
Space	51,405	51,405	51,405	51,405
Average Rental Rate Prior to Adjustments	\$27.50	\$28.49	\$28.73	\$29.25
M&O Expenses Rate	\$14.70	\$14.56	\$14.64	\$15.31
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.52	\$2.70	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$0.96	\$0.68	\$0.68	
TOTAL RENTAL RATE	\$28.46	\$29.17	\$29.41	\$29.25
Adjustment for Security				
RENTAL RATE CHARGED	\$28.46	\$29.17	\$29.41	\$29.25
Leased Space	7,574	7,574	7,574	7,574
EXCLUSIVE USE SPACE REVENUE	\$216,000	\$221,000	\$223,000	\$222,250

TABLE 3				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
TERMINAL RENTAL RATE				
Common Use				
April 22, 2016				
	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Direct Expense				
M&O Expenses (Less: Bldg Maint & Elec)	\$1,417,125	\$1,258,058	\$1,265,214	\$1,475,465
Building Maintenance	0	0	0	0
Electricity	0	0	0	0
	\$1,417,125	\$1,258,058	\$1,265,214	\$1,475,465
Indirect Expense				
Administration	\$385,128	\$415,451	\$415,075	\$464,270
Security	593,316	545,246	544,243	587,083
ARFF	28,508	25,022	25,022	34,514
Roadways	0	0	0	0
	\$1,006,953	\$985,720	\$984,340	\$1,085,867
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$0	\$3,105	\$3,105	\$0
Equipment & Capital Outlays < \$10K - Indirect	0	0	1,750	0
Amortization	48,811	57,077	70,540	81,778
Debt Service	177,292	158,445	158,445	175,994
Debt Service Coverage				
LESS: PFC Revenues for Eligible Debt Service				
	\$226,104	\$218,627	\$233,839	\$257,772
TOTAL REQUIREMENT	\$2,650,181	\$2,462,405	\$2,483,394	\$2,819,104
Space	96,381	86,431	86,431	96,381
Average Rental Rate Prior to Adjustments	\$27.50	\$28.49	\$28.73	\$29.25
M&O Expenses Rate	\$14.70	\$14.56	\$14.64	\$15.31
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.52	\$2.70	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$1.05	\$0.76	\$0.76	
TOTAL RENTAL RATE	\$28.55	\$29.25	\$29.49	\$29.25
Adjustment for Security				
RENTAL RATE CHARGED	\$28.55	\$29.25	\$29.49	\$29.25
Leased Space	81,131	81,131	81,131	96,381
COMMON USE SPACE REVENUE	\$2,316,000	\$2,373,000	\$2,393,000	\$2,707,500

TABLE 4				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
TERMINAL RENTAL RATE				
Outbound Baggage				
April 22, 2016				
	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Direct Expense				
M&O Expenses (Less: Bldg Maint & Elec)	\$566,180	\$560,493	\$563,681	\$589,488
Direct Expense of In-Line Baggage System	301,950	276,513	276,513	292,885
	\$868,130	\$837,006	\$840,194	\$882,374
Indirect Expense				
Administration	\$153,869	\$185,093	\$184,925	\$185,488
Security	237,046	242,919	242,472	234,555
ARFF	11,390	11,148	11,148	13,789
Roadways	0	0	0	0
	\$402,305	\$439,160	\$438,545	\$433,833
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$0	\$1,383	\$1,383	\$0
Equipment & Capital Outlays < \$10K - Indirect	0	0	780	0
Amortization	80,530	86,458	92,456	93,701
Debt Service	70,833	70,591	70,591	70,314
Debt Service Coverage				
LESS: PFC Revenues for Eligible Debt Service				
	\$151,363	\$158,432	\$165,210	\$164,016
TOTAL REQUIREMENT	\$1,421,798	\$1,434,598	\$1,443,949	\$1,480,223
Space	38,507	38,507	38,507	38,507
Average Rental Rate Prior to Adjustments	\$36.92	\$37.26	\$37.50	\$38.44
Outbound Baggage Rate	\$14.70	\$14.56	\$14.64	\$15.31
In-Line Baggage Rate	\$7.84	\$7.18	\$7.18	\$7.61
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$3.93	\$4.11	\$4.29	\$4.25
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	(\$0.81)	\$1.62	\$1.62	
TOTAL RENTAL RATE	\$36.11	\$38.88	\$39.12	\$38.44
Adjustment for Security				
RENTAL RATE CHARGED	\$36.11	\$38.88	\$39.12	\$38.44
Leased Space	38,507	38,507	38,507	38,507
OUTBOUND BAGGAGE SPACE REVENUE	\$1,390,000	\$1,497,000	\$1,506,000	\$1,484,250

TABLE 5				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
TERMINAL RENTAL RATE				
Public/City				
April 22, 2016				
	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Direct Expense				
M&O Expenses (Less: Bldg Maint & Elec)	\$1,354,261	\$1,485,489	\$1,493,940	\$1,410,013
Building Maintenance	0	0	0	0
Electricity	0	0	0	0
	\$1,354,261	\$1,485,489	\$1,493,940	\$1,410,013
Indirect Expense				
Administration	\$368,044	\$490,556	\$490,112	\$443,675
Security	566,997	643,816	642,631	561,039
ARFF	27,244	29,546	29,546	32,983
Roadways	0	0	0	0
	\$962,284	\$1,163,918	\$1,162,289	\$1,037,697
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$0	\$3,666	\$3,666	\$0
Equipment & Capital Outlays < \$10K - Indirect	0	0	2,066	0
Amortization	46,646	67,396	83,292	78,150
Debt Service	169,427	187,089	187,089	168,187
Debt Service Coverage				
LESS: PFC Revenues for Eligible Debt Service				
	\$216,073	\$258,151	\$276,113	\$246,337
TOTAL REQUIREMENT	\$2,532,618	\$2,907,558	\$2,932,342	\$2,694,047
Space	92,105	102,055	102,055	92,105
Average Rental Rate Prior to Adjustments	\$27.50	\$28.49	\$28.73	\$29.25
M&O Expenses Rate	\$14.70	\$14.56	\$14.64	\$15.31
Building Maintenance Rate	\$0.00	\$0.00	\$0.00	\$0.00
Electricity Rate	\$0.00	\$0.00	\$0.00	\$0.00
Indirect M&O Rate (Excluding Security)	\$4.29	\$5.10	\$5.09	\$5.18
Security M&O Rate	\$6.16	\$6.31	\$6.30	\$6.09
Capital Projects Rate	\$2.35	\$2.53	\$2.71	\$2.67
Adjustment Rate (Prior Yr Actual Minus Prior Yr Budget)	\$1.10	\$0.62	\$0.62	
TOTAL RENTAL RATE	\$28.60	\$29.12	\$29.36	\$29.25
Adjustment for Security				
RENTAL RATE CHARGED	\$28.60	\$29.12	\$29.36	\$29.25

EXHIBIT F

CALCULATION OF LANDING FEE RATES – ILLUSTRATION

TABLE 6				
City of Portland				
Portland International Jetport				
Current Agreement Added Screening Area				
LANDING FEE CALCULATION				
April 22, 2016				
	Actual	Budget	Estimated	Budget
	2015	2016	2016	2017
Direct Expense				
Personnel Services	\$807,821	\$947,246	\$941,915	\$1,111,625
Contractual Services	1,214,217	1,114,639	1,129,575	1,246,184
Commodities	721,924	785,317	737,963	734,174
	\$2,743,962	\$2,847,202	\$2,809,453	\$3,091,983
Indirect Expense				
Administration	\$1,112,451	\$1,338,194	\$1,336,981	\$1,341,055
Security	190,423	195,141	194,782	188,422
ARFF	1,564,595	1,531,379	1,531,379	1,894,178
Roadways	0	0	0	0
	\$2,867,469	\$3,064,713	\$3,063,142	\$3,423,656
Capital Expense				
Equipment & Capital Outlays < \$10K - Direct	\$2,825	\$10,000	\$26,951	\$10,000
Equipment & Capital Outlays < \$10K - Indirect	0	0	626	0
Amortization	374,049	411,275	458,473	502,234
Debt Service	0	0	0	0
Debt Service Coverage				
LESS: PFC Revenues for Eligible Debt Service				
	\$376,874	\$421,275	\$486,050	\$512,234
TOTAL REQUIREMENT	\$5,988,306	\$6,333,190	\$6,358,645	\$7,027,873
LESS; General Aviation Landing Fees	(156,649)	(120,950)	(156,500)	(170,990)
NET REQUIREMENT	\$5,831,657	\$6,212,240	\$6,202,145	\$6,856,883
Landed Weight	1,007,346	1,120,077	1,120,077	1,060,077
Average Rate Prior to Adjustments	\$5.79	\$5.55	\$5.54	\$6.47
M&O Rate (Excluding Security)	\$2.72	\$2.54	\$2.51	\$2.92
Indirect M&O Rate (Excluding Security)	\$2.66	\$2.56	\$2.56	\$3.05
Security M&O Rate	\$0.19	\$0.17	\$0.17	\$0.18
Capital Projects Rate	\$0.22	\$0.28	\$0.30	\$0.32
BREAKEVEN LANDING FEE	\$5.79	\$5.55	\$5.54	\$6.47
Landing Fee Reduction	50.0%	50.0%	50.0%	50.0%
AIR CARRIER LANDING FEE	\$2.90	\$2.78	\$2.77	\$3.24
Prior Period Adjustment	\$0.03	\$0.05	\$0.05	
LANDING FEE	\$2.93	\$2.83	\$2.82	\$3.24

**THIRD AMENDMENT TO
SIGNATORY AIRLINE OPERATING AGREEMENT
AND LEASE AT THE
PORTLAND INTERNATIONAL JETPORT**

THIS THIRD AMENDMENT is made as of this ____ day of _____, 2025, to the **SIGNATORY AIRLINE OPERATING AGREEMENT AND LEASE AT THE PORTLAND INTERNATIONAL JETPORT** dated July 1, 2016 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter the "**City**"), and _____ a _____ corporation with a mailing address of _____ (hereinafter referred to as the "**Airline**").

W I T N E S S E T H:

WHEREAS, the Airline is operating at the Portland International Jetport under a Signatory Airline Operating Agreement And Lease At the Portland International Jetport dated July 1, 2016, which was amended by a First Amendment dated _____, 2020 and Second Amendment dated _____, 2022 (collectively, the "Lease"); and

WHEREAS, the term of the Lease currently terminates on June 30, 2025; and

WHEREAS, the parties desire to extend the termination date of the Lease by three (3) years.

NOW, THEREFORE, in consideration of the mutual obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The termination date of the Lease, which, pursuant to section 1 of the Second Amendment is June 30, 2025, is hereby extended to June 30, 2028.
2. Any and all terms of the Lease not herein amended shall remain in full force and effect for the duration of the Lease as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Lease and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

WITNESS:

CITY OF PORTLAND

By: _____
Danielle P. West
Its: City Manager

WITNESS:

_____ **AIR LINE**

By: _____
Printed Name: _____
Its: _____

Approved as to form:

Approved as to Funds:

City Corporation Counsel's Office

City Finance Director

MEMORANDUM
City Council Agenda Item

FROM: Greg Watson, Director

DATE: May 2, 2025

SUBJECT: Order 219-24/25 Approving Assignment of Credit Enhancement Agreement for the Powerpay/Portland Public Market Municipal Development and Tax Increment Financing District Held by East End Corporation to Maine Public Broadcasting Corporation - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/19/2025

Final Action 5/19/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Yes and Corporation Counsel has reviewed proposed assignment document.

PRESENTATION: Greg Watson will be present to answer questions.

I. SUMMARY

Proposed assignment of a City of Portland Tax Increment Financing (TIF) Credit Enhancement Agreement (CEA) from the East End Corporation to Maine Public Broadcasting Corporation because of a change of property ownership.

II. AGENDA DESCRIPTION

In 2009, the City Council approved a TIF District to stimulate new private sector investment in the former Portland Public Market to support the Portland relocation and retention of the former Power Pay Company (credit card transaction company) to purchase and redevelop the site for their company headquarters. The TIF CEA included a thirty-year term with a 75% capture rate for the first eight years, followed by a 50% capture rate for the remainder of the term. It is noted that this property had a declining municipal assessed value while vacant before the property purchase and redevelopment. Additionally it is noted that this building was redeveloped to a LEED Gold design standard.

East End Corporation then purchased the property in 2019 and the City Council authorized the Assignment to East End Corporation. Recently, Maine Public Broadcasting Corporation (MPBC) purchased the property and this would assign the Credit Enhancement Agreement to MPBC.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In 2009, the City Council approved a TIF District to stimulate new private sector investment in the former Portland Public Market to support the Portland relocation and retention of the former Power Pay Company (credit card transaction company) to purchase and redevelop the site for their company headquarters. The TIF CEA included a thirty-year term with a 75% capture rate for the first eight years, followed by a 50% capture rate for the remainder of the term. The original estimate of the TIF District property tax share agreement is included as Table #2 to the attached Portland Public Market, LLC TIF District CEA, and the actual to date property tax share is attached.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

City Council approval of the TIF CEA Assignment to MPBC.

V. FINANCIAL IMPACT

There is no financial impact to the City related to the TIF CEA Assignment.

VI. STAFF ANALYSIS AND BACKGROUND

Assignment of TIF CEAs are routine matters when property ownership changes and assignments are allowed, with the consent of the City, per Section 7.2. of the attached TIF CEA.

VII. RECOMMENDATION

Staff recommends the City Council vote to authorize assignment of this TIF CEA to MPBC.

VIII. LIST ATTACHMENTS

1. Order 219 - CEA for PowerPay Portland Market Development and TIF
2. Assignment and Assumption of CEA For Council 051525
3. CEA Executed ao 7-1-09
4. TIF Nos Thru FY2025

Prepared by:

Greg Watson, Director

Date: 05/02/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROVING ASSIGNMENT OF CREDIT ENHANCEMENT AGREEMENT
FOR THE POWERPAY/PORTLAND PUBLIC MARKET MUNICIPAL
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT HELD BY EAST
END CORPORATION TO MAINE PUBLIC BROADCASTING CORPORATION**

ORDERED, that the City Council hereby approves the assignment of the PowerPay/Portland Public Market Municipal Development And Tax Increment Financing District Credit Enhancement Agreement held by the East End Corporation to Maine Public Broadcasting Corporation in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said assignment and any other related documents necessary or convenient to carry out the intent of said documents.

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF AGREEMENT** is entered into by and between **EAST END CORP.**, a Maine corporation (“Assignor”) and **MAINE PUBLIC BROADCASTING CORPORATION**, a Maine non-profit company (“Assignee”), and the **CITY OF PORTLAND, MAINE** a Maine municipal corporation (“City”).

RECITALS:

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate and did designate in July, 2009 (as finalized by Council action on June 1, 2009), specified areas within the municipal boundaries of the City as the PowerPay/Portland Public Market Municipal Development and Tax Increment Financing District (“District”) and adopted a development program and financial plan for tax increment financing for the District, as described in the PowerPay/Portland Public Market Municipal Development Tax Increment Financing Program Application dated May 14, 2009 (the “TIF Development Program”); and

WHEREAS, the Maine Department of Economic and Community Development approved the District and the TIF Development Program on July 9, 2009; and

WHEREAS, in furtherance of the goals of the TIF Development Program and the creation of the District, City and Assignor’s predecessor-in-interest, Portland Public Market LLC, entered into that certain Credit Enhancement Agreement dated as of July 1, 2009 (the “TIF Agreement”, which together with the TIF Development Program are called herein the “TIF Documents”); and

WHEREAS, the development that is contemplated by the TIF Development Program has since been completed by Assignor’s predecessor-in-interest and Assignee now owns the Property (as that term is defined in the TIF Agreement) that is included within the District; and

WHEREAS, Assignor, for and in consideration of the parties’ mutual agreement pursuant to said transfer, has agreed to assign all of its right, title, and interest in, and its duties and obligations under, the TIF Documents as they relate to and concern the District to the Assignee; and

WHEREAS, Assignee wishes to, and hereby does, accept such assignment and agrees to assume Assignor’s obligations under the TIF Documents.

AGREEMENTS:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Review. Assignee hereby represents and warrants that Assignee has received and fully reviewed a copy of the TIF Documents, which documents are incorporated herein by reference.
2. Assumption. Assignee hereby assumes Assignor's right, title, interest, duties, and obligations under, and agrees to be bound by, the terms and conditions set forth in the TIF Documents.
3. Effect of Assignment. All parties hereto agree that the TIF Documents remain in full force and effect notwithstanding this Agreement.
4. Release. All parties hereto agree that upon execution of this Agreement, Assignor shall be released from any actual or potential liability arising from or related to the District, the TIF Agreement and/or the TIF Development Program arising after the date of this Agreement; provided however, Assignor shall remain liable to the City for the performance and observance of the obligations, terms, conditions, provisions and covenants in the TIF Agreement to be performed and observed prior to the date of this Agreement. Assignor represents, to the best of its knowledge, that all of Assignor's obligations, terms, conditions, provisions and covenants in the TIF Agreement have been fully performed. The Assignor's obligations to defend, indemnify, and hold the City harmless set forth in Section 8.12 of the TIF Agreement shall survive this assignment to Assignee as to any matter arising prior to the date hereof.
5. Further Assurances. In furtherance of the agreements set forth herein, each of the parties hereto shall execute and deliver such additional instruments and documents required to confirm and assure the rights and obligations provided for herein, and render effective the consummation of the transactions contemplated hereby.
6. City Consent. The City hereby executes this Assignment and Assumption to evidence its consent to this agreement, as required under the TIF Documents. To the best of City's knowledge, Assignor is not in default under the TIF Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of this ____ day of May 2025.

ASSIGNOR
EAST END CORP.

Witness

By: _____
Stephen Whittier
Its President

ASSIGNEE
MAINE PUBLIC BROADCASTING
CORPORATION

Witness

By: _____
Richard Schneider
Its President

CITY OF PORTLAND

Witness

By: _____
Danielle West, its City Manager

CREDIT ENHANCEMENT AGREEMENT

between

CITY OF PORTLAND, MAINE

And

PORTLAND PUBLIC MARKET LLC

Dated as of

July 1, 2009

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of July, 2009, 2009, between the City of Portland, Maine (the "City"), a municipal body corporate and politic and a political subdivision of the State of Maine, a corporation duly organized and existing under the laws of the State of Maine, with a place of business in Portland, Maine and PORTLAND PUBLIC MARKET LLC (the "Company"), a Maine limited liability company, having an office at 320 Cumberland Avenue, Portland, Maine 04101.

WITNESSETH THAT

WHEREAS, the City designated the PowerPay/Portland Public Market Municipal Development District and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Portland City Council on June 1, 2009 (the "Vote"), and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, upon submission of an application to DECD, the City expects DECD to review and approve the District and the Development Program; and

WHEREAS, the City designated the District, adopted the Development Program and entered into this Agreement in order to induce the Company to build the Project by enabling the City to contribute toward the capital cost of the Project the amounts contemplated by the Development Program and this Agreement; and

WHEREAS, in connection with the Development Program, and as contemplated thereby, the City and the Company have agreed to execute and deliver this Agreement; and

WHEREAS, the City and the Company desire and intend that this Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

"Account" shall mean the Company TIF Account, also known as the PowerPay/Portland Public Market Development Program Account.

“Act” means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

“Affiliate” means, with respect to any specified entity, any other entity in which the specified entity has a more 50% ownership interest or of which the specified entity controls more than 50% of the voting power.

“Agreement” shall mean this Credit Enhancement Agreement dated as of the date set forth above between the City and the Company, as such may be amended by the parties from time to time.

“Captured Assessed Value” means the annual percentage of Increased Assessed Value retained in the District in each tax year during the term of the District, as specified in Section 3.1 hereof.

“City” shall have the meaning given such term in the recitals hereto.

“City Tax Increment Revenues” means in each year this Agreement is in effect, an amount of money equal to the percentage of Retained Tax Increment Revenues allocated to the City at the time and according to the schedule specified in Section 3.1 hereof.

“Company” shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee, successor, or Affiliate thereof.

“Company TIF Account” means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Company Tax Increment Revenues” means in each year this Agreement is in effect an amount of money equal to the percentage of Retained Tax Increment Revenues allocated to the Company at the times and according to the schedule specified in Section 3.1 hereof.

“Current Assessed Value” means the then current assessed value of the Property located within the District to be determined by the City’s Assessor as of April 1 of each year that this Agreement remains in effect.

“DECD” means the State of Maine Department of Economic and Community Development.

“Development Program” means the development program and financial plan for the District adopted by the City as described in the document entitled “Proposal to Create a Tax Increment Financing District” presented to the City on behalf of the Company, a copy of which is attached hereto as Appendix A.

“District” shall have the meaning given such term in the recitals hereto.

“Financial Plan” means the financial plan described in the “Financial Plan” section of the Development Program.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means, the assessed value of the District as of March 31, 2009.

"Project" means the renovations of the former approximately 34,000 square foot Portland Public Market building into approximately 46,350 square feet of office space and a retail café space.

"Project Cost Account" means the account in the Development Program Fund described in Section 2.01 of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

"Project Costs" means all costs incurred by the Company on the Project within the meaning set forth in 30-A M.R.S.A. § 5222(14), as amended.

"Property" means all real property, including but not limited to the Project, now or hereafter located within the District, whether or not the Company owns such Property or is otherwise liable for property taxes imposed and assessed thereon by the City.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against the Property by the City or on its behalf and actually paid to the City, but excluding any county, state or special district taxes that are separately levied, charged or assessed against the Property.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are of the same type and tenor as the investments in which the City invests its own funds.

"Retained Tax Increment Revenues" means that portion of Property Taxes assessed by the City on the Captured Assessed Value.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the City with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- a. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

b. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

c. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

d. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

f. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.4.

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City hereby confirms the creation and establishment of a segregated account in the name of the City designated as the "PowerPay/Portland Public Market Development Program Account" pursuant to, and in accordance with the terms and conditions of, the Development Program.

Section 2.2. Deposits into Account.

There shall be deposited into the Account contemporaneously with each payment of property tax by the Company an amount equal to that portion of the property tax payment constituting Company Tax Increment Revenues for the period to which the payment relates. Any and all revenues, if any, resulting from investment of monies on deposit shall be retained by the City and withdrawn from the Account contemporaneously with payment to the Company.

Section 2.3. Use of Monies in Account.

Monies deposited in the Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust.

All monies required to be paid into the Account under the provisions hereof and the provisions of the Development Program, other than investment earnings thereon, shall be held by the City, in trust, for the benefit of the Company.

Section 2.5. Investments.

Any monies in the Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are at all times invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Account.

Section 2.6. Tax Payments.

The Company shall pay when due all Property Taxes assessed by the City unless contested by the Company by appropriate proceedings pursuant to Maine law. No payments shall be made by the City under this Agreement at any time any such taxes or amounts are due and unpaid.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Captured Assessed Value; Retained Tax Increment.

Annually, the following percentages of Increased Assessed Value shall be retained as Captured Assessed Value and the Tax Increment on such Captured Assessed Value shall be retained as Retained Tax Increment which Retained Tax Increment shall be deposited when received by the City into the Company TIF Account pursuant to the following allocation percentages, in accordance with the provisions of Section 2.2 of this Agreement and the priorities established by 30-A M.R.S.A. § 5227(3)(B), starting with taxes assessed as of April 1, 2010 and continuing for each of the next 29 years, ending with taxes assessed as of April 1, 2039, said percentage being 75 percent for taxes assessed as of April 1, 2010 through and including taxes assessed as of April 1, 2017 and being 50 percent for all remaining years, all as indicated on Tables Nos. 1 and 2, attached hereto as Exhibits.

Section 3.2. Completion of Development Program.

Prior to receiving the first payment under this Agreement, the Company shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

Section 3.3. Revaluation.

If, at any time during the life of the District, the assessed value of the District increases by reason of a revaluation, the percentage of Retained Tax Increment paid into the Company TIF Account shall be adjusted so that the retained tax increment revenues attributable to such revaluation, after giving due consideration to any change in the tax rate resulting from such revaluation, is eliminated from the calculation of retained tax increment revenues, it being the intention of the parties that any such revaluation shall not result in the increase in the amount of taxes to be deposited into the Company TIF Account.

Section 3.4. Credit Enhancement Payments.

Within thirty (30) days following the end of each Fiscal Year, the City shall pay to the Company all Retained Tax Increment Revenues due the Company and then on deposit in the Company TIF Account. The obligation of the City to make such payment shall be limited obligation payable solely out of monies on deposit in the Company TIF Account and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

Section 3.5. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments to the Company required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Company shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation establish and maintain the Account and to deposit Company Tax Increment Revenues to the Account and its obligation to make required payment to the Company.

Section 3.6. Manner of Payments.

The payments provided for in this Article III shall be paid in immediately available funds directly to the Company in the manner provided hereinabove for its own use and benefit. Notwithstanding the above, no payments shall be made unless used to satisfy debt service on indebtedness incurred to finance qualified "Project Costs" as that term is defined under Chapter 206 of Title 30-A of the Maine Revised Statutes and as described as part of the Project in the Development Program or used to pay directly, or to reimburse the Company for payment of such Project Costs. The City shall make required payments in response to requests for payment submitted by the Company setting forth the amount of the payment and containing a certification in the form attached hereto as Exhibit B.

Section 3.7. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be

absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Company. Notwithstanding the above, the City reserves the right to terminate this Agreement upon a final judgment by a court of competent jurisdiction to the effect that the Agreement or Development Program adopted in connection herewith or any payment made thereunder is or would be illegal or invalid. In such event, the termination shall relate back to the original date of the Agreement which shall be deemed void ab initio, and neither party shall have any obligations or liability hereunder, under the Development Program or in respect of any of the transactions contemplated thereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination. Such termination shall not, however, affect the Company's obligation to defend and indemnify the City, which obligation shall survive any such termination.

Section 3.8. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Retained Tax Increment Revenues and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a charge against or pledge of the faith and credit or taxing power of the City, but shall be payable solely from the Retained Tax Increment Revenues received by the City, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the City's obligation to assess property taxes upon the Project and the pledge of the Retained Tax Increment Revenues established under this Agreement.

Section 3.9. Administrative Fee.

The Company shall pay to the City an annual administrative fee to the City equal to 1% of the Retained Tax Increment (net of any penalties) paid by the City to the Company. Such payment shall be made by the City deducting the 1% fee from the Company TIF Payment.

**ARTICLE IV
PLEDGE AND SECURITY INTEREST**

Section 4.1. Pledge of Company TIF Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Company by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Company the Company TIF Account and all sums of money and other securities and investments therein.

Section 4.2. Further Instruments.

The City and the Company shall, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry

out the provisions of this Agreement, provided, however that no such instruments or agreements shall pledge the credit of the City.

Section 4.3. Liens.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.4. Access to Books and Records.

All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Account shall at all reasonable times be open to inspection by the Company, its agents and employees.

**ARTICLE V
DEFAULTS AND REMEDIES**

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

a. Any failure by the City to pay any amounts due to Company when the same shall become due and payable;

b. Any failure by the City to make deposits into the Company TIF Account as and when due;

c. Other than as provided in paragraph (a) and (b) above, any failure by the City or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Company respectively to be observed or performed, including any failure of the Company to use payments made under this Agreement as required in Section 3.6 of this Agreement, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include the Company's failure to pay Property Taxes on the Property in the District for any reason as an Event of Default hereunder; and

d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the City, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the City's affairs shall have been entered against the City or if the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the City

or the failure by the City to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default.

Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) Portland Public Market LLC shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine. Neither party has the right to terminate this Agreement.

Section 5.3. Remedies Cumulative.

No remedy herein conferred upon or reserved by any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Enforcement Rights.

The City and the Company agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Company continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Company and the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire on the later of the end of the 2039-2040 fiscal year of the City or upon the performance of all obligations on the part of the City and the Company hereunder, including without limitation payment of all amounts to be paid to Company, unless sooner terminated under Section 3.7 or 7.2 hereof.

Section 6.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Company may pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness related to the Project, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. No Assignment.

Except as provided in Section 8.1, this Agreement and the obligations of the City hereunder are personal to the Company and may not be assigned or transferred by the Company or Tenant without the consent of the City which consent may be withheld for any reason or for no reason; *provided, however*, that the City will not unreasonably withhold, condition or delay its consent to a transfer of the rights of Company hereunder to a subsequent owner of the Property.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event the City or the Company are dissolved, merged into or consolidated with another entity, or undergo any form of corporate reorganization, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company; provided, however, that if the payment obligations of the City to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 8.3. Severability.

Except as otherwise provided herein, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity and neither the members of the City Council of the City, or any official, officer, agent, servant or employee of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Company contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Company in his or her individual capacity and neither the directors, members, officers, agents, servants or employees of the Company shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Portland
389 Congress Street
Portland, ME 04101
Attn: City Attorney

If to the Company:

Portland Public Market LLC
320 Cumberland Avenue
Portland, ME 04101
Attn: Stephen P. Goodrich, Manager
and James D. Goodrich, Manager

With copies to:

PowerPay, LLC
320 Cumberland Avenue
Portland, ME 04101
Attn: Richard Borts, Chief Financial Officer

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

Neither this Agreement nor the Development Program may be amended without the express written consent of all of the parties hereto, which consent shall not be unreasonably withheld. Provided, however, the parties agree to amend this Agreement in order to fulfill such reasonable requirement that a lender may require in connection with financing of the Project. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. §5211 et seq., as amended.

Section 8.9. Net Agreement.

This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, or setoffs; provided, it is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Company and received by the City, and earnings thereon and provided further that the City may offset the administrative fee described in Section 3.9 hereof.

Section 8.10. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.11. Project Responsibility.

The Company and the City agree, and the City hereby acknowledges that the Company shall have no obligation to go forward with the Project referred to herein or in the Development Program. Such Project is subject to final approval by the Company.

Section 8.12. Indemnification.

a. The Company agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with the City's approval of the District and its preparation of and participation in this Agreement, including expenses arising from any default hereunder by the Company but excluding any such claims or expenses as may relate to actions or proceedings resulting from a default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

b. The City agrees to defend, indemnify and hold harmless the Company, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with any default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

Section 8.13. Waiver of Recapture if Agreement Found Void.

In the event this Credit Enhancement Agreement is found void "ab initio" by a Court of law with final jurisdiction over this Agreement City agrees to waive its rights to recapture all TIF proceeds paid to Company pursuant to this Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers or members, as the case may be, all as of the date first above written.

WITNESS

CITY OF PORTLAND, MAINE

Sonia Bean

By: Joseph E. Gray, Jr.
Joseph E. Gray, Jr.
Its City Manager

Portland Public Market, LLC
(Company Name)

Richard Bost

By: James B. Goodrich
(Print Name)
JAMES B. GOODRICH
Its MANAGER

Exhibit A to Credit Enhancement Agreement

Table No. 1

A Year No.	B Tax Year	C Estimated Increased Assessed Value Retained as Captured Assessed Value	D Allocation of Retained Tax Increment		E
			% to Company	% to City	
1	April 1, 2010	\$5,000,000.	75%	25%	
2	April 1, 2011	\$5,000,000.	75%	25%	
3	April 1, 2012	\$5,000,000.	75%	25%	
4	April 1, 2013	\$5,000,000.	75%	25%	
5	April 1, 2014	\$5,000,000.	75%	25%	
6	April 1, 2015	\$5,000,000.	75%	25%	
7	April 1, 2016	\$5,000,000.	75%	25%	
8	April 1, 2017	\$5,000,000.	75%	25%	
9	April 1, 2018	\$5,000,000.	50%	50%	
10	April 1, 2019	\$5,000,000.	50%	50%	
11	April 1, 2020	\$5,000,000.	50%	50%	
12	April 1, 2021	\$5,000,000.	50%	50%	
13	April 1, 2022	\$5,000,000.	50%	50%	
14	April 1, 2023	\$5,000,000.	50%	50%	
15	April 1, 2024	\$5,000,000.	50%	50%	
16	April 1, 2025	\$5,000,000.	50%	50%	
17	April 1, 2026	\$5,000,000.	50%	50%	
18	April 1, 2027	\$5,000,000.	50%	50%	
19	April 1, 2028	\$5,000,000.	50%	50%	
20	April 1, 2029	\$5,000,000.	50%	50%	
21	April 1, 2030	\$5,000,000.	50%	50%	
22	April 1, 2031	\$5,000,000.	50%	50%	
23	April 1, 2032	\$5,000,000.	50%	50%	
24	April 1, 2033	\$5,000,000.	50%	50%	
25	April 1, 2034	\$5,000,000.	50%	50%	
26	April 1, 2035	\$5,000,000.	50%	50%	
27	April 1, 2036	\$5,000,000.	50%	50%	
28	April 1, 2037	\$5,000,000.	50%	50%	
29	April 1, 2038	\$5,000,000.	50%	50%	
30	April 1, 2039	\$5,000,000.	50%	50%	

Exhibit A to Credit Enhancement Agreement

Table No. 2

Portland Public Market TIF Spreadsheet

TIF Years	Tax Year	Estimated Increased Assessed Value (Cumulative)	Est. Tax Rate (plus 2% per year)	Est. Increased Real Estate Taxes from Captured Value	TIF Revenue to Developer	Revenue to City	Developer Share at 50%	City General Fund at 50%
1	April 1, 2010	5,000,000	0.01809	90,450	75%	25%	67,838	22,613
2	April 1, 2011	5,000,000	0.01846	92,300	75%	25%	69,225	23,075
3	April 1, 2012	5,000,000	0.01883	94,150	75%	25%	70,613	23,538
4	April 1, 2013	5,000,000	0.01920	96,000	75%	25%	72,000	24,000
5	April 1, 2014	5,000,000	0.01959	97,950	75%	25%	73,463	24,488
6	April 1, 2015	5,000,000	0.01998	99,900	75%	25%	74,925	24,975
7	April 1, 2016	5,000,000	0.02038	101,900	75%	25%	76,425	25,475
8	April 1, 2017	5,000,000	0.02079	103,950	75%	25%	77,963	25,988
9	April 1, 2018	5,000,000	0.02120	106,000	50%	50%	53,000	53,000
10	April 1, 2019	5,000,000	0.02162	108,100	50%	50%	54,050	54,050
11	April 1, 2020	5,000,000	0.02206	110,300	50%	50%	55,150	55,150
12	April 1, 2021	5,000,000	0.02250	112,500	50%	50%	56,250	56,250
13	April 1, 2022	5,000,000	0.02295	114,750	50%	50%	57,375	57,375
14	April 1, 2023	5,000,000	0.02341	117,050	50%	50%	58,525	58,525
15	April 1, 2024	5,000,000	0.02388	119,400	50%	50%	59,700	59,700
16	April 1, 2025	5,000,000	0.02435	121,750	50%	50%	60,875	60,875
17	April 1, 2026	5,000,000	0.02484	124,200	50%	50%	62,100	62,100
18	April 1, 2027	5,000,000	0.02534	126,700	50%	50%	63,350	63,350
19	April 1, 2028	5,000,000	0.02584	129,200	50%	50%	64,600	64,600
20	April 1, 2029	5,000,000	0.02636	131,800	50%	50%	65,900	65,900
21	April 1, 2030	5,000,000	0.02689	134,450	50%	50%	67,225	67,225
22	April 1, 2031	5,000,000	0.02743	137,150	50%	50%	68,575	68,575
23	April 1, 2032	5,000,000	0.02797	139,850	50%	50%	69,925	69,925
24	April 1, 2033	5,000,000	0.02853	142,650	50%	50%	71,325	71,325
25	April 1, 2034	5,000,000	0.02910	145,500	50%	50%	72,750	72,750
26	April 1, 2035	5,000,000	0.03027	151,350	50%	50%	75,675	75,675
27	April 1, 2036	5,000,000	0.03087	154,350	50%	50%	77,175	77,175
28	April 1, 2037	5,000,000	0.03148	157,400	50%	50%	78,700	78,700
29	April 1, 2038	5,000,000	0.03210	160,500	50%	50%	80,250	80,250
30	April 1, 2039	5,000,000	0.03274	163,700	50%	50%	81,850	81,850
TOTAL							2,036,775	1,648,475
NPV @8%							\$818,068	

EXHIBIT B to Credit Enhance Agreement

Request for Payment

The undersigned does hereby request payment in the amount of \$_____ from the Development Program Fund and does hereby certify that the amount requested will be used to pay Project costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: (indicate applicable provisions)

- Debt service on indebtedness incurred to finance project costs contemplated by the Development Program ("Project Costs"), in the amount of \$_____; and/or
- Direct payment of Project Costs in the amount of \$_____; and/or
- Reimbursement to the undersigned for Project Costs previously incurred, in the amount of \$_____.

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of \$_____. None of these invoices has been the subject of a previous request for payment from the Development Program Fund.

(Company Name)

Date: _____

By: _____
Its

Power Pay TIF - YEARS 1-8 75%/25% DEVELOPER/CITY; YEARS 9-30 50%/50%

TIF PLAN	CITY	REAL	PERSONAL	TOTAL	ORIGINAL	CAPTURED	TAX	PERCENT	PROCEEDS	OAV AND NON-CAPTURED TAXES
YEAR	FY	ESTATE	PROPERTY	ASSESSED	ASSESSED	VALUE	RATE	APPLIED	TO OWNER	TO CITY GENERAL FUND
1	2011	5,723,400	0	5,723,400	1,862,600	3,860,800	0.01792	75	51,889	50,674
2	2012	6,236,600	0	6,236,600	1,862,601	4,373,999	0.01828	75	59,968	54,038
3	2013	6,236,600	0	6,236,600	1,862,601	4,373,999	0.01882	75	61,739	55,634
4	2014	6,236,600	0	6,236,600	1,862,601	4,373,999	0.01941	75	63,674	57,378
5	2015	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02000	75	65,953	59,237
6	2016	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02063	75	68,031	61,102
7	2017	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02111	75	69,614	62,524
8	2018	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02165	75	71,395	64,124
9	2019	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02248	50	49,421	91,292
10	2020	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02331	50	51,246	94,663
11	2021	6,259,500	0	6,259,500	1,862,601	4,396,899	0.02331	50	51,246	94,663
12	2022	10,305,700	0	10,305,700	1,862,601	8,443,099	0.01299	50	54,838	79,033
13	2023	10,305,700	0	10,305,700	1,862,601	8,443,099	0.01361	50	57,455	82,805
14	2024	10,305,700	0	10,305,700	1,862,601	8,443,099	0.01441	50	60,833	87,673
15	2025	10,305,700	0	10,305,700	1,862,601	8,443,099	0.01501	50	63,365	91,323
Total To Date:									900,667	1,086,163

MEMORANDUM
City Council Agenda Item

FROM: Jeremiah Bartlett
DATE: May 2, 2025
SUBJECT: Order 220-24/25 Traffic Schedule Amendment RE: Parking Reassignments on Pearl Street and Cotton Street - Sponsored by Danielle P. West, City Manager
SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/19/2025

Final Action 6/2/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No

PRESENTATION: N/A

I. SUMMARY

City Council is being asked to amend the parking schedule on Pearl Street between Kennebec Street and Oxford Street as well as on Cotton Street North of Fore Street from no parking to twohour parking spots.

II. AGENDA DESCRIPTION

On April 9, 2025 the Sustainability & Transportation Committee unanimously recommended to the City Council approval of this order, which would amend the traffic schedule as described below.

The City Council is being asked to approve a reassignment of the no parking along the west side length of Pearl Street between Oxford Street and Kennebec Street. The City's recommendation is to add 2-hour parking from 9AM to 5PM, with six spaces between Kennebec Street and Lancaster Street and eleven spaces between Lancaster Street and Oxford Street, with a 50-foot gap across from Noyes & Sons to minimize issues with tractor trailers. The City Council is also being asked to approve a reassignment of the no parking along the west side of Cotton Street. The City's recommendation is to add six spaces of Commercial Loading Zone 30 minutes from 9AM to 6PM adjacent to the businesses and six spaces of 2-hour parking from 9AM to 5PM for the rest.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

Pearl Street is typically 32 feet wide from Kennebec Street to Oxford Street, which is sufficient for on-street parking on one side. Residents of nearby apartment buildings have requested an on-street option, to add more options for themselves and for visitors. Adding these parking options with limiting day parking will make sure residents and their visitors have better options. Cotton Street is a dead-end road with a turn around at the end. With commercial loading on the east side, there remains adequate space for traffic given the street's low volumes. Adding commercial loading spots near the businesses on the west side will help improve safety as less people will be crossing the road and get delivery trucks off of Fore Street. The additional stops will be a safer spot for customers too. These changes were unanimously approved by the Sustainability and Transportation Committee on April 9, 2025.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result of this request for Pearl Street is to allow limited parking during working hours while giving some residents of the adjacent apartment buildings closer parking. The 50-foot gap will also minimize conflicts with the business across the street.

The intended result of this request for Cotton Street is to allow safer walking conditions for the businesses as delivery trucks and customers will not have to cross Fore Street to visit.

V. FINANCIAL IMPACT

The financial impact of this parking change is minimal; we anticipate a cost of \$1,500 for Pearl Street and \$1,000 for Cotton Street, with six signs and four signs respectively, including installation costs and staff time. There is also positive financial impact from this change due to the addition of five time-restricted parking spaces in a heavily trafficked area for Cotton Street.

VI. STAFF ANALYSIS AND BACKGROUND

The Transportation Systems Engineer has suggested the parking schedule change for these spots, supported by the outgoing Parking Division manager.

VII. RECOMMENDATION

The Department of Public Works recommends approving the parking schedule change for these spots

VIII. LIST ATTACHMENTS

1. Order 220 - Traffic Schedule Amendment, Pearl & Cotton St
2. Pearl and Cotton St - Maps

Prepared by:

Jeremiah Bartlett

Date: 05/02/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**TRAFFIC SCHEDULE AMENDMENT
RE: PARKING REASSIGNMENTS ON PEARL STREET AND COTTON STREET**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

By Removing under Pearl Street, from a point approximately 11 feet south of Kennebec Street for a distance of 162 feet:

➤ **Schedule I - No Parking**

By Adding under Pearl Street, from a point approximately 11 feet south of Kennebec Street for a distance of 162 feet:

South Side – 6 spots:

➤ **Schedule XVIII - 2 Hour Parking**

By Removing under Pearl Street, from a point approximately 25 feet south of Lancaster Street for a distance of 290 feet:

➤ **Schedule I - No Parking**

By Adding under Pearl Street, from a point approximately 25 feet south of Lancaster Street for a distance of 290 feet:

South Side - Northmost 6 spots:

➤ **Schedule XVIII – 2 Hour Parking**

South Side – Middle 50 feet:

➤ **Schedule I – No Parking**

South Side – Southmost 5 spots:

➤ **Schedule XVIII – 2 Hour Parking**

By Removing under Cotton Street, from a point approximately 28 feet north of Fore Street for a distance of 281 feet:

➤ **Schedule I – No Parking**

By Adding under Cotton Street, from a point approximately 28 feet north of Fore Street for a distance of 281 feet:

South Side – Southmost 6 spots:

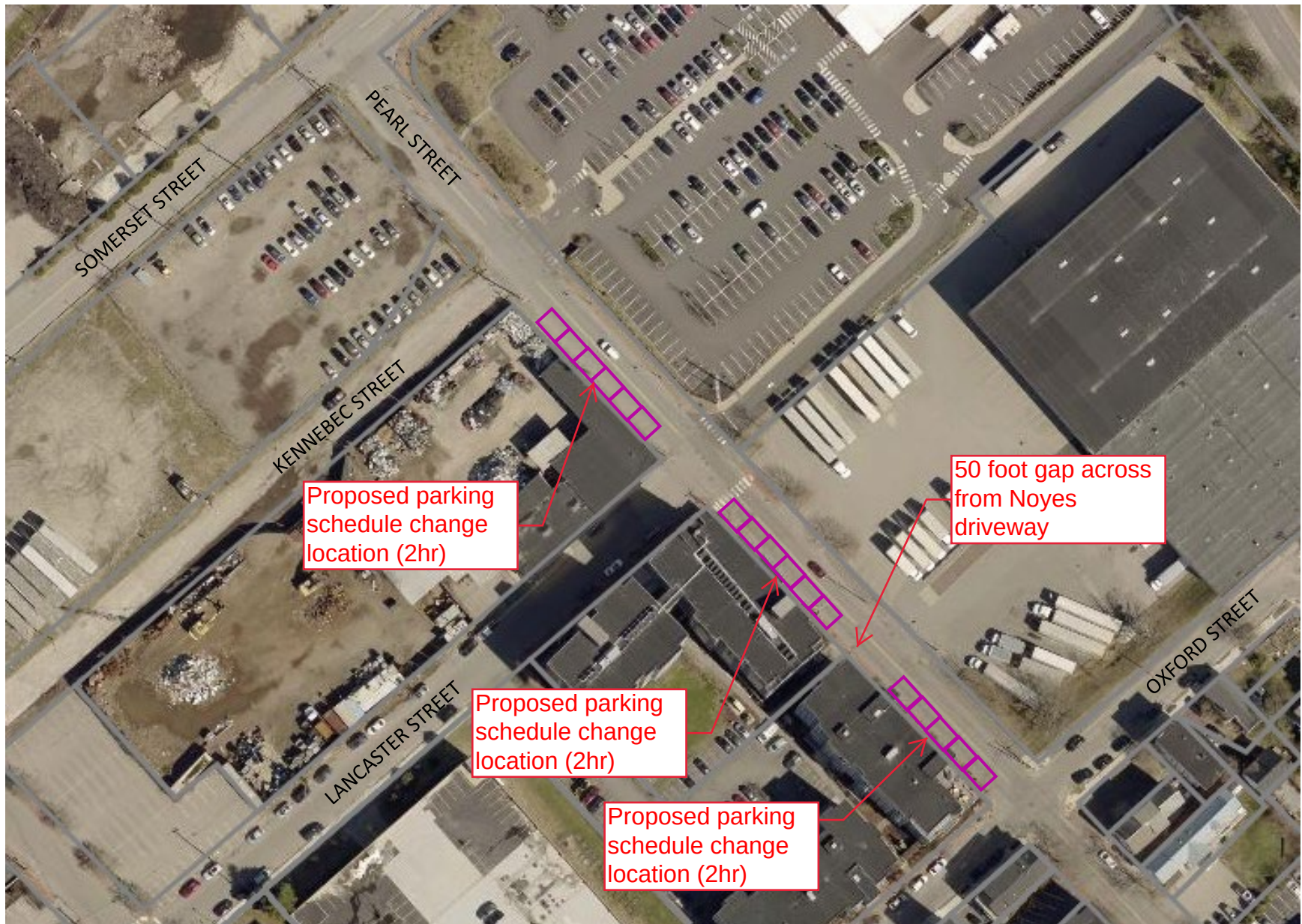
➤ **Schedule XI** – Commercial Loading Zone

South Side – Middle 43 feet:

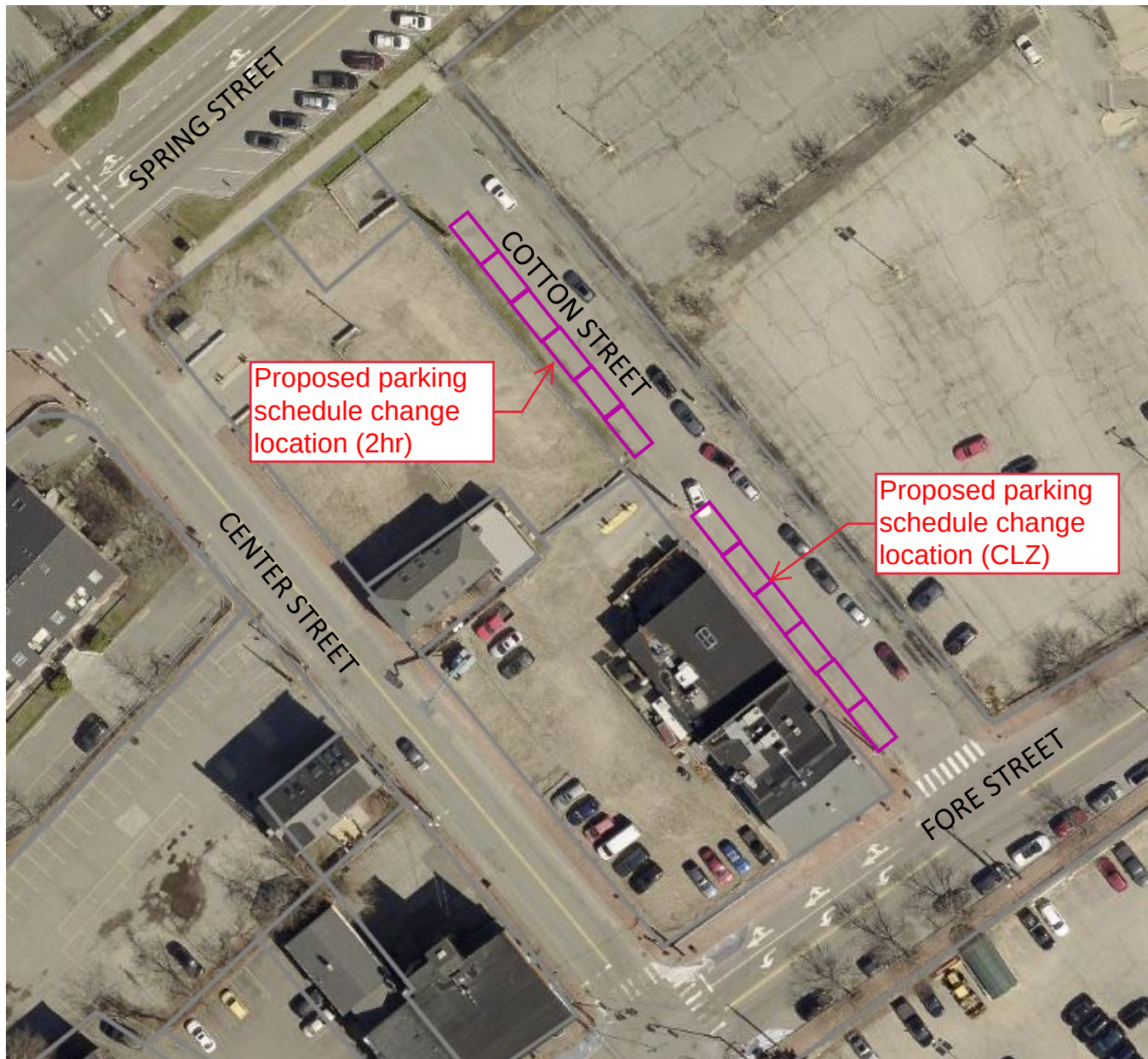
➤ **Schedule I** – No Parking

South Side – Northmost 6 spots:

➤ **Schedule XVIII** – 2 Hour Parking



Location Map: Pearl Street Parking Schedule Change



Location Map: Cotton Street Parking Schedule Change

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: May 12, 2025

SUBJECT: Order -24/25 Appropriating \$11.5 million from Jetport Unrestricted Funds for Passenger Terminal Building Roof Replacement, Relocation of Jetport Administration Offices, Relocation of the Jetport Operations Center, and Development of an Airport Emergency Operations Center - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/19/2025

Final Action 6/2/2025

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No

PRESENTATION: Paul Bradbury, Airport Director, will introduce this item and answer any Council questions.

I. SUMMARY

Order requesting an appropriation of \$11.5 million for Jetport terminal building roof replacement, the relocation of the Jetport's administration offices, the relocation of the Jetport Operations Center, and the development of an Airport Emergency Operations Center (AEOC).

II. AGENDA DESCRIPTION

This item will appropriate \$11.5 million from Jetport unrestricted funds to replace approximately 40,500 square feet of the passenger terminal building roof, relocate Jetport administration offices, relocate the Jetport Operations Center, and develop a new Airport Emergency Operations Center (AEOC). The estimated costs for these projects are as follows:

- Passenger terminal building roof replacement (central and east sections): **\$1,900,000**
- Jetport Administration offices \ Operations Center relocation, and AEOC development: **\$9,600,000**

TOTAL: \$11,500,000

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

The Portland International Jetport's passenger terminal was constructed over decades. The newest section was constructed in 2012 and the oldest section dates to 1967. The central and eastern sections of the terminal building roof, which were installed in 1997 and 2003, have reached their useful life and require replacement. This appropriation will be combined with a prior October 2024 Council appropriation of \$600,000 to replace approximately 40,500 square feet of roof for a total estimated roofing project cost of \$2.5 million.

The Jetport has experienced record growth over the past two years, with passenger volumes up 11% in 2023 and up 10.4% in 2024. Total passengers are projected to exceed 2.5 million in 2025. In order to meet passenger demand and maintain high passenger satisfaction, Jetport staff recommend proceeding with the

relocation of the Jetport administrative offices and the Jetport operations center to existing shell space over baggage claim. The relocation of the administrative offices and operations center, which are adjacent to the gate concourse, will allow for the future expansion of passenger amenities within the gate concourse. These amenities include: expanded concessions, additional restrooms, and a passenger lounge. The Jetport's 2018 Master Plan recommended this solution and the City Council appropriated the design funding for this project in January 2020. The project was delayed due to the pandemic and subsequent reduction in passenger volumes, but is now ready to proceed with construction.

The offices and operations center relocation project also includes the development of an Airport Emergency Operations Center (AEOC). The AEOC space has been designed with data and communications to support operations in the event of an airport emergency and was designed to support the City of Portland's use of the National Incident Management System (NIMS) plan for all emergencies response.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Portland International Jetport provides a robust connection for the region to the national air transportation system and, in doing so, plays an important role in supporting the local and regional economy. The December 2024 Maine State Aviation plan noted that the Jetport provides an economic impact to the region of \$1.18 billion, supporting 10,007 jobs, and contributing \$86.52 million in State and local taxes. The success of the Jetport is directly related to its ability to provide a more convenient and efficient air travel experience than other airports within the region. The funding being requested under this appropriation will provide for the needed replacement of a portion of the passenger terminal building roof and, through the relocation of the administrative offices and operations center, provide the first step in expanding the space available for additional passenger amenities in the gate concourse.

V. FINANCIAL IMPACT

The requested \$11.5 million appropriation will come from Jetport unrestricted cash. The Jetport's unrestricted cash balance was \$38.16 million as of April 30, 2025. The approval of this appropriation has no impact on the City of Portland's general fund or the tax rate.

VI. STAFF ANALYSIS AND BACKGROUND

This appropriation will provide needed investment in the Jetport's terminal building infrastructure and reallocate space in the terminal to allow for the future expansion of gate concourse passenger amenities.

VII. RECOMMENDATION

Portland International Jetport staff recommend approval of this \$11.5 million appropriation to fund needed infrastructure maintenance and expansion.

VIII. LIST ATTACHMENTS

1. Jetport Roof & Office Relocation Projects

Prepared by:

Paul Bradbury, Jetport Director

Date: 05/12/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROPRIATING \$11.5 MILLION FROM JETPORT UNRESTRICTED
FUNDS**

ORDERED, that \$11.5 million in Jetport unrestricted funds is hereby appropriated to the Portland International Jetport for the following projects:

- Passenger Terminal Building Roof Replacement
- Relocation of Jetport Administration Offices
- Relocation of the Jetport Operations Center
- Development of an Airport Emergency Operations Center

JETPORT ROOF REPLACEMENT PROJECT AREAS

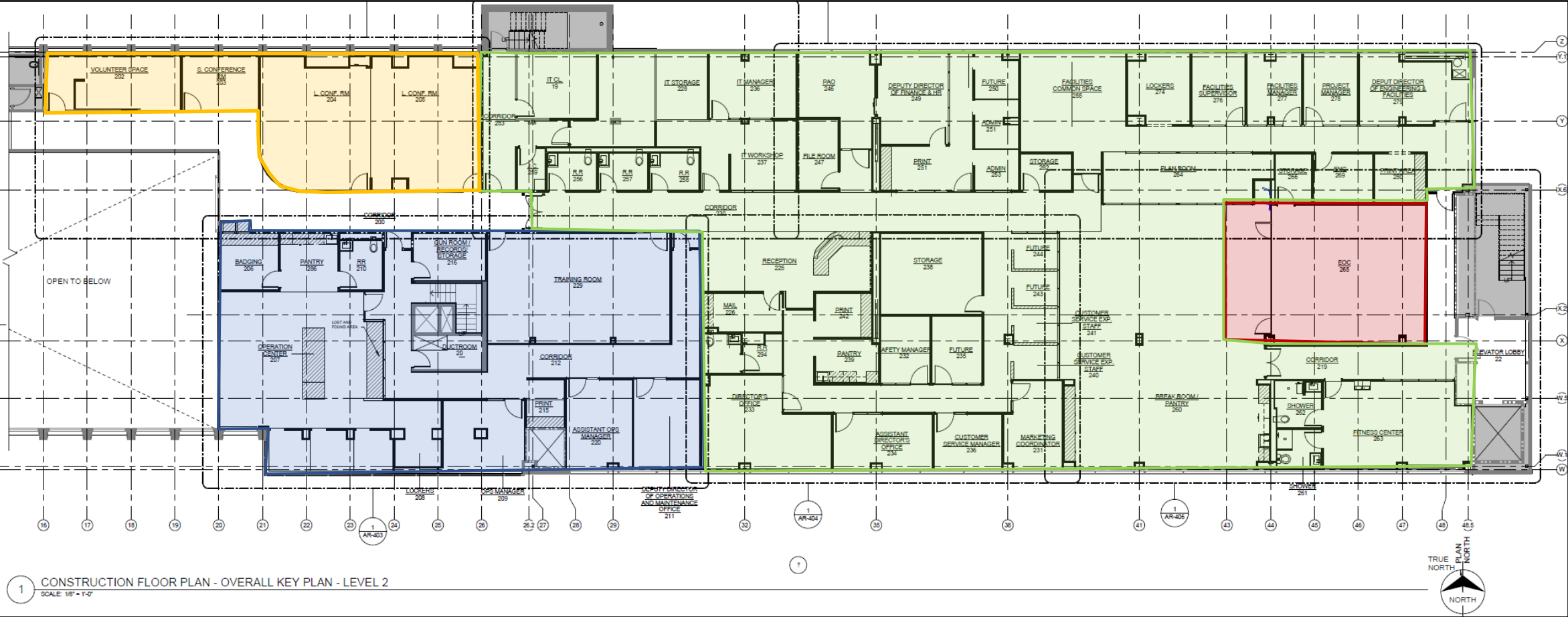
- The project covers approximately 40,500 square feet of roof area. These sections of roof will be stripped to the roof deck and replaced with new tapered insulation and membrane roofing.
- The total project cost is estimated at \$2.5 million. The Council previously appropriated \$600,000 in October 2024, which will be combined with the current \$1.9 million appropriation request to complete this larger project scope.



Passenger Terminal Building Roofing Replacement Project Areas

JETPORT OFFICES RELOCATION, OPERATIONS CENTER RELOCATION, AND AEOC DEVELOPMENT

- The project relocates Jetport administration offices, the operations center, and the development of an Airport Emergency Operations Center over baggage claim. The project will build out approximately 15,500 square feet of currently unoccupied empty second level shell space over baggage claim.
- The total project cost is estimated at \$9.6 million.



MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: May 1, 2025

SUBJECT: Order 222-24/25 Order Referring to the Housing and Economic Development Committee the Negotiation of an Option to Lease Agreement with A ProsperityME Affiliate for City Land at 1125 Brighton Avenue - Sponsored by the Housing and Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: The Housing and Economic Development Committee, Councilor Pious Ali, Chair. The Committee met on May 12th and voted 3-1 (Sykes against) to recommend this item to the City Council.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/19/2025

Final

Action 5/19/2025

Can action be taken at a later date: No In order to facilitate the developers timeline to submit a funding application to MaineHousing this fall, they have requested that the item be presented to the City Council at this time.

Does this item involve a new contract with the City: Not at this time. Corporation Counsel will work with staff to negotiate an Option to Lease with the developers. The Option to Lease will be brought forward for approval by the City Council.

PRESENTATION: Dena Libner and Greg Watson are available for questions

I. SUMMARY

Consideration of a response to a Request for Proposals for the Lease/Development of up to Two Sites at 1125 Brighton Avenue and a recommendation to move forward with negotiations for an Option to Lease the sites to Developers Collaborative/ProsperityME.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee (HEDC) met on May 12, 2025 and voted 3-1 (Sykes against) to recommend to the City Council that an option to lease two sites at 1125 Brighton Avenue be pursued with Developers Collaborative and ProsperityME.

If enacted, this item would authorize Corporation Counsel and City staff to enter into lease negotiations with Developers Collaborative and ProsperityME, who intend to undertake this development as a joint venture. If and when all parties have agreed to lease terms, the proposed lease would be brought to HEDC and the City Council for a recommendation and approval.

This proposal would create up to 100 affordable units for families and individuals across both sites. The buildings would contain a mix of units from one to four bedrooms, with 70% of the units containing two or more bedrooms. The units would be affordable to households at or below 30% to 80% of the area median income (AMI) (30% AMI for a two-person household is \$31,200; four-person household \$38,950 / 80% AMI for a two-person household is \$83,100; four-person household \$103,850).

The developer intends to seek Low Income Housing Tax Credits from MaineHousing in September 2025 for

Site 1 and September 2026 for Site 2. Project completion for Site 1 is estimated at November 2027 and November 2028 for Site 2. The developer has also proposed holding three community meetings to engage the neighborhood in the concept planning for Site 1 and four community meetings for Site 2. Developers Collaborative will serve as the development consultant and will initially provide property management services. ProsperityME will be the owner, support tenants through wraparound supportive services, and eventually take over property management responsibilities. A summary of the proposal is included in the item backup.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In furtherance of the 2024 Council Common Goal related to housing affordability and in response to the homelessness crisis, staff developed a request for proposal (RFP) to lease and develop up to two sites within the Barron Center campus located at 1125 Brighton Avenue. The Housing and Economic Development Committee (HEDC) reviewed the RFP at the November 19, 2024 meeting and recommended approval by the City Council. On January 6, 2025, the City Council approved (Order 116-24/25) and authorized the City Manager to issue the RFP. The RFP was issued on February 20, 2025 and responses were due by April 9, 2025. Those interested in responding to the RFP were given two opportunities to view the property (March 3 and 12).

The RFP outlined several project priorities, which included:

- A robust community engagement plan, to be developed and led by the successful developer(s);
- Dedicating a minimum percentage of newly developed units to individuals referred by the City of Portland's Social Services Division;
- Prioritization of the safety and well-being of Barron Center residents, as well as residents in the Nason's Comer and Sagamore Village communities.

A review committee of City of Portland staff met on April 28, 2025 to review the five (5) development proposals received. Staff reviewed and scored each proposal based on the scoring criteria in the RFP. A summary of each of the development proposals is attached. A proposal from NeuSites USA LLC. was deemed to be unresponsive. Of the remaining four proposals, the proposal from Community Housing of Maine (CHOM) received the highest score. Proposals were also received from Avesta Housing Development Corporation, Developers Collaborative (DC)/ProsperityME, and LB Development/Saabino Development Company.

The scoring summary from the staff review is attached. CHOM, Avesta, DC/ProsperityME and LB Development/Saabino Development, each submitted creative development proposals. Overall, the staff review team determined the CHOM proposal to be most responsive to the priorities and selection criteria outlined in the RFP. However, the members of the HEDC voted to recommend the Developers Collaborative/ProsperityME proposal to the City Council.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Council Goal 2: Housing Affordability; Work to implement solutions to the housing crisis, including building more working class housing and improved support for the unhoused community.

V. FINANCIAL IMPACT

A fiscal impact statement is not required at this time. The selection or recommendation of a development proposal and entering into a lease agreement with the successful developer will not have a significant fiscal impact. Staff anticipates the developer will seek city funding resources (Jill C. Duson Housing Trust Fund, HOME Program, or Affordable Housing Tax Increment Financing) at a later date.

VI. STAFF ANALYSIS AND BACKGROUND

See above.

VII. RECOMMENDATION

The Housing and Economic Development Committee voted 3-1 to recommend to the City Council that an option to lease of both sites at 1125 Brighton Avenue be pursued with Developers Collaborative/ProsperityME.

VIII. LIST ATTACHMENTS

1. Order - Referring Option to Lease 1125 Brighton
2. Ex A - RFP
3. Exhibit B Summary of Proposals - Google Docs
4. Exhibit C - Cmte Scoring of Proposals
5. 2025.05.19 Public Comment - Order 222

Prepared by:

Mary Davis, Division Director

Date: 05/01/2025

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER REFERRING TO THE HOUSING AND ECONOMIC DEVELOPMENT
COMMITTEE THE NEGOTIATION OF AN OPTION TO LEASE AGREEMENT WITH
A PROSPERITYME AFFILIATE FOR CITY LAND AT 1125 BRIGHTON AVENUE**

ORDERED, that negotiation of an option to lease agreement with an affiliate of ProsperityMe for the development of affordable housing on city-owned land at 1125 Brighton Avenue is hereby referred to the Housing And Economic Development Committee; and

BE IT FURTHER ORDERED, that the final option to lease agreement shall be returned for approval to the City Council.



CITY OF PORTLAND, MAINE

**LEASE AND DEVELOPMENT OF AFFORDABLE HOUSING
ON
CITY-OWNED LAND AT
1125 BRIGHTON AVENUE
PORTLAND MAINE 04102**

RFP #25056

February 20, 2025

LEGAL NOTICE

City of Portland, Maine

Request for Proposals

“Lease and Development of up to two (2) sites at 1125 Brighton Avenue, Portland Maine”

RFP #25056

The City of Portland, Maine seeks proposals from qualified developers to develop affordable housing on up to two (2) vacant sites on City-owned land located at 1125 Brighton Avenue as generally depicted on the diagram attached as Exhibit A. The sites are near the Barron Center, which is the City’s long-term care facility located on the same property. The property is designated on the City of Portland tax maps as Parcel 269 B001001.

Sealed proposals shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, RFP Name, and RFP number in the subject line and will be received until **Wednesday, April 9, 2025 at 3:30PM** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

Email attachments must not exceed 25MB total; you will receive a confirmation email from bidssubmit@portlandmaine.gov if your submission is successful.

Bids shall be submitted on the City-provided proposal form, being signed with the firm’s name, and bearing the handwritten signature or e-signature of an officer or authorized individual having the authority to bind the company to a contract by his/her signature.

Potential proposers and their contractors, architects, engineers, etc. are free to view the property on the following dates:

- **OPTION 1: March 3, 2025 12Noon – 1:30PM**
- **OPTION 2: March 12, 2025 1:30PM – 3:00PM**

Interested parties should sign in at the Gazebo prior to touring the property; in the case of inclement weather, the sign in will be moved to the Reception area of the Barron Center.

Copies of the above documents will be available by contacting the City of Portland Purchasing Office either via e-mail at purchasing@portlandmaine.gov, or phone (207) 874-8654. Each prospective bidder will be required to obtain from the City each copy of the proposal forms.

Proposals from developers not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland Purchasing Office indicates registration. Should a developer receive this Request from a source other than the City Purchasing Office, please contact 207-874-8654 to ensure that your firm is listed as a proposer for this RFP.

Notice and Specifications

The City of Portland, Maine seeks proposals from qualified developers to develop affordable housing on up to two (2) vacant sites located on City-owned land at 1125 Brighton Avenue as generally depicted on the attached diagram. The sites are near the Barron Center, which is the City of Portland-operated long-term care facility. The property is designated on the City of Portland tax maps as Parcel 269 B001001.

Sealed proposals shall be submitted electronically to bidssubmit@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until **Wednesday, April 9, 2025 at 3:30PM** at which time they will be publicly opened and read, or by submitting via USPS, UPS, FedEx or in-person to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101.

Potential proposers and their contractors, architects, engineers, etc. are free to view the property on the following dates:

- **OPTION 1: March 3, 2025 12Noon – 1:30PM**
- **OPTION 2: March 12, 2025 1:30PM – 3:00PM**

Interested parties should sign in at the Gazebo prior to touring the property; in the case of inclement weather, the sign in will be moved to the Reception area of the Barron Center.

No questions will be answered during this tour.

Questions must be submitted in writing to the Purchasing Office and be received no later than five business days prior to the proposal opening. These may be mailed, faxed to 207-874-8652 or e-mailed to SLChapin@portlandmaine.gov. The Purchasing Office will be the only office issuing any changes to this Invitation. All changes, addenda, will be in writing and will be sent only to those firms on file in Purchasing as having received this document. The City shall not be responsible for any oral interpretation given by City personnel or others.

Proposers should not contact City Staff with regard to this Request unless to obtain general public information as specified in the document. The lease of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any or all proposals. *All proposers are advised that the property will be leased “as-is” and “where-is,” in its existing condition, with no warranties either expressed or implied.* The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time.

I. GENERAL INFORMATION

A. Background

The City’s long term care facility, the Barron Center, is located at 1125 Brighton Avenue, along with several other City-owned buildings. As of October 2024, 110 individuals reside and receive services at the Barron Center.

The City of Portland’s Office of Elder Affairs (OEA) is also located at 1125 Brighton Avenue. OEA provides various services and programs to Portland residents aged 60+ on and offsite.

Lastly, the Loring House, which includes 104 units affordable to residents aged 62+, is also located at 1125 Brighton Avenue. The buildings on the Loring House parcel (as identified by Parcel ID 269

B001002) are privately owned by Loring House Associates and are located on land that Loring House Associates leases from the City.

On January 6, 2025, the Portland City Council approved Order 116-24/25, authorizing the City Manager to issue an RFP for the lease and development of up to two sections of the City-owned property at 1125 Brighton Avenue, as generally described below and depicted on Exhibit A.

Site 1: Located at the southeast corner of 1125 Brighton Avenue, bound by Brighton Avenue and Holm Avenue. This site currently includes a small amount of green space with trees and a parking lot, which includes approximately 51 parking spaces. This site includes approximately 0.87 acres (37,875 square feet). The smaller parking lot to the immediate north of this site is leased to the Loring House for the purpose of overflow parking, and may not be altered.

Site 2: Located at the northern property line of 1125 Brighton Avenue, bound by I-95 and the exit 49 off ramp. This site includes a forested green space and a parking lot. This site includes approximately 2.5 acres of undeveloped space, excluding the parking lot (107,453 square feet).

This RFP seeks to further the 2024 Council goal to increase the development of affordable housing, as well as to respond to the homelessness crisis in the City of Portland.

This RFP emphasizes engagement with the surrounding neighborhood on the issues of density, extent and character of open space, public safety, neighborhood compatibility and associated impacts related to any development. The selected proposal will best demonstrate the development team's successful engagement of the public in other projects, incorporation of public feedback collected as part of a robust engagement process, and the team's capacity to complete the project in a successful and timely manner.

It is expected that the ultimate development of the site(s) will seek to balance, to the greatest extent practicable, community input on final site design, consistency with City goals and policies, and financial viability. The development team chosen for this project will engage directly with the Nason's Corner and Sagamore Village communities regarding the anticipated development of the property, including soliciting input on site design and uses before finalizing a development plan.

B. Land Use Regulations

Any development of this site will be subject to all applicable codes and regulations, including but not limited to building codes, zoning, site plan, subdivision and potential historic preservation requirements.

The City Council recently approved a comprehensive land use ordinance change, which becomes effective December 4, 2024 and includes rezoning this property from R5 Residential to a B2 Business Zone. Proposers are advised to refer to the City's Land Use Code for complete information, and encouraged to undertake a survey of the property(ies) to identify limitations concerning the sites' development potential.

Due to the distinct nature of this property, the City of Portland will consider requests from the developer(s) to develop one or both of the available sites. Preference will be given to a qualified developer that submits a satisfying proposal for the use of both parcels.

II. DEVELOPMENT CONSIDERATIONS

Development of the site(s) is intended to increase the availability of affordable housing for Portland residents, including those who are experiencing homelessness or are clients of the City of Portland Social Services office.

Proposals for 1) mixed income housing that includes housing that is affordable for someone making at or below 80% of the area median income and/or 2) permanent supportive housing are preferred.

Proposals for permanent supportive housing or housing first developments must include a robust description of the services that would be provided for residents, as well as the oversight that would be provided by management onsite for the safety of residents and neighbors. In addition, proposals for housing first or permanent supportive housing development(s) must include proof of a strong and unequivocal record of successfully managing any impact to neighbors, as well as community engagement and responsiveness.

Affordable housing is defined by the United States Department of Housing and Urban Development (HUD) as housing where no more than 30% of an occupant's gross income is spent on housing costs.

Housing First is defined as an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry; 24/7 onsite supportive services are offered to maximize housing stability and prevent returns to homelessness.

Permanent supportive housing is defined as housing in which housing assistance and supportive services are provided offsite, to assist households with at least one member with a disability in achieving housing stability.

A minimum of 30% of total units developed must be reserved for referrals from the City of Portland Social Services office.

The existing structures on the property stand in contrast to the surrounding residential neighborhood, as well as the denser commercial/industrial parcels on the opposite side of Brighton Avenue. Development of the property should show consistency with the overall area by sensitively introducing new uses, occupants, and improvements that do not unreasonably impact the character and vitality of the area.

Furthermore, due to the proximity of the site(s) to the Barron Center, which houses a vulnerable population, a successful proposal will prioritize the safety and well-being of Barron Center residents, as well as residents in the Loring House and adjacent residential neighborhood(s).

Proposals should include a plan to not reduce the total current parking spaces available for use by the Barron Center.

Evaluation of impacts and contextual sensitivity of the site will ultimately be determined over the course of site plan and other regulatory reviews (including but not limited to standards for design, traffic, site circulation, stormwater management, lighting, and landscaping), and historic preservation reviews (if applicable), after full development application materials have been filed.

III. SUBMISSION REQUIREMENTS

Proposals shall be submitted in the following format; please use the headings presented below for the organization of responses.

A. Proposal Submission

All proposals shall include information and documentation in the following in order to be considered:

1. Completed Proposal Form and if applicable, Acknowledged Addenda.

2. Development Team

The proposal shall identify the principal members of the development team and their respective roles in the project, including the developer, design professionals, other key staff and sub-consultants.

Development team capacity shall include qualifications of key team members, including identification of a Project Manager, relevant experience, capacity, and identification of prior projects that demonstrate a proven ability to develop sites of comparable scales and contexts, including identification of projects that included substantive community engagement.

3. Proposal

Proposals shall include:

a. Description of a neighborhood engagement process. The proposal shall include specific examples of the development team members working with the public to find solutions to concerns voiced over the course of a project, a description of the public engagement strategy, and an estimated timeline. The period of public engagement, for the purposes of this RFP, refers to the time after developer selection and prior to an application to the Planning Board for a Site Plan.

b. A description of the redevelopment concept(s) for the site. This should be a narrative of intended uses for the site and any significant programmatic elements. It should address consistency with City policies and include a development timeline. A revised development plan that includes confirmed uses and site layout will need to be submitted following the conclusion of the neighborhood engagement process; no graphics or visuals are being requested as part of this RFP.

4. Financial and Technical Capability

Please refer to the requirements of submitting confidential information in accordance with the Freedom of Access Act on page 7 of this document.

The proposal shall include documentation demonstrating that the development team can successfully redevelop the site by supplying:

a. Letters of financial capability from credible financial institutions with experience working with principles of the development team; and

b. Descriptions and examples of comparable projects or endeavors demonstrating adequate experience and expertise of the development team to successfully complete the project.

5. Lease Price

The City of Portland intends to lease the property to the successful proposer for a term of up to 99 years. Proposers should include a suggested annual rent amount in their proposal.

6. **Timetable**

The anticipated schedule is outlined in VI, Project Schedule, below. Any anticipated departure from the post-selection submittal timeframe should be indicated in the proposal.

7. **References**

Provide a minimum of three professional references. Include name, title, phone number, and email for each reference.

IV. **REVIEW PROCESS**

A. Proposals will be reviewed for completeness.

B. *B. A proposal review committee composed of City staff will review and score submissions and make a recommendation to the City Manager. The City Manager's designee will then present the proposals and their recommendation to the Housing and Economic Development Committee (HEDC) for consideration. After its review, HEDC will present its recommendation to the City Council. HEDC and the City Council may endorse the proposal recommended by staff, endorse a different proposal, table the decision for additional information, or reject all proposals.*

8. After the City Council approves a developer for the project, City Staff and the developer will negotiate a lease or option to lease for the property, which staff will present to the HEDC for review and recommendation to the City Council.

9. Upon agreement on a development plan for the site (after completion of the neighborhood engagement outlined in the proposal and before the submission of a Planning Board application), a lease agreement will be drafted for signatures.

Public presentations may be required at any or all stages of the process.

V. **SELECTION CRITERIA**

1. Development use concept demonstrates understanding of the City's stated desired outcome, policies and priorities; including but not limited to prioritizing the safety and well-being of abutting communities **(30%)**

2. Neighborhood engagement plan that clearly outlines how the Development Team will engage the neighborhood on this project **(20%)**

3. Developer Team qualifications and references **(20%)**

4. Applicant's ability to complete project, including readiness to initiate the project and ability to begin the application process in a timely manner **(15%)**

5. Responsiveness to submittal requirements, including those described in Section II. Development Considerations **(15%)**

VI. **SCHEDULE**

Developer Selection Schedule:

- RFP released: February 20, 2025
- Proposal due: 3:30PM, Wednesday April 9, 2025
- Proposal review and recommendations: April 2025
- Developer(s)selection: May-June 2025 (dependent on Council meeting schedule)
- Approval of Lease: June-July 2025 (Following Council approval)

VII. FREEDOM OF ACCESS ACT

The City of Portland is subject to Maine’s Freedom of Access Act (FOAA). Under this law, the City is required to make public information that we receive in the solicitation of proposals. FOAA does, however, have an exception applicable to proprietary information. In the event that you believe that the proposal you submit contains any proprietary information, you must submit such information in a separate sealed envelope to the City along with your sealed proposal. The outside of this envelope must clearly be marked “Proprietary information/confidential.” Such proprietary information will only be reviewed by Portland City officials, and only on a “need to know” basis. The City will not disclose such information to a third party without your consent, unless it determines that such disclosure is required by law. Prior to disclosing such information, the City will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. The City will not be liable to any proposer or any third party for any disclosure of confidential information.

VIII. RESERVATION OF RIGHTS

The City of Portland reserves the right, at its sole discretion, to reject any and all proposals for the City owned land, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to waive any informalities in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer’s qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must bring the obligation current before the City will consider their proposal

February 20, 2025

Samantha L. Chapin
Purchasing & Controls Manager

PROPOSAL FORM
Lease and Development of
1125 Brighton Avenue
Portland Maine 04102

RFP #25056

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The bidder acknowledges the receipt of Addenda numbered: _____

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____ WEBSITE _____

PHONE NUMBER: _____ FAX NUMBER: _____

STATE OF INCORPORATION: _____ (If incorporated in another State, businesses must be authorized to do business in the State of Maine prior to contract.)

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

SUGGESTED ANNUAL RENT AMOUNT: _____

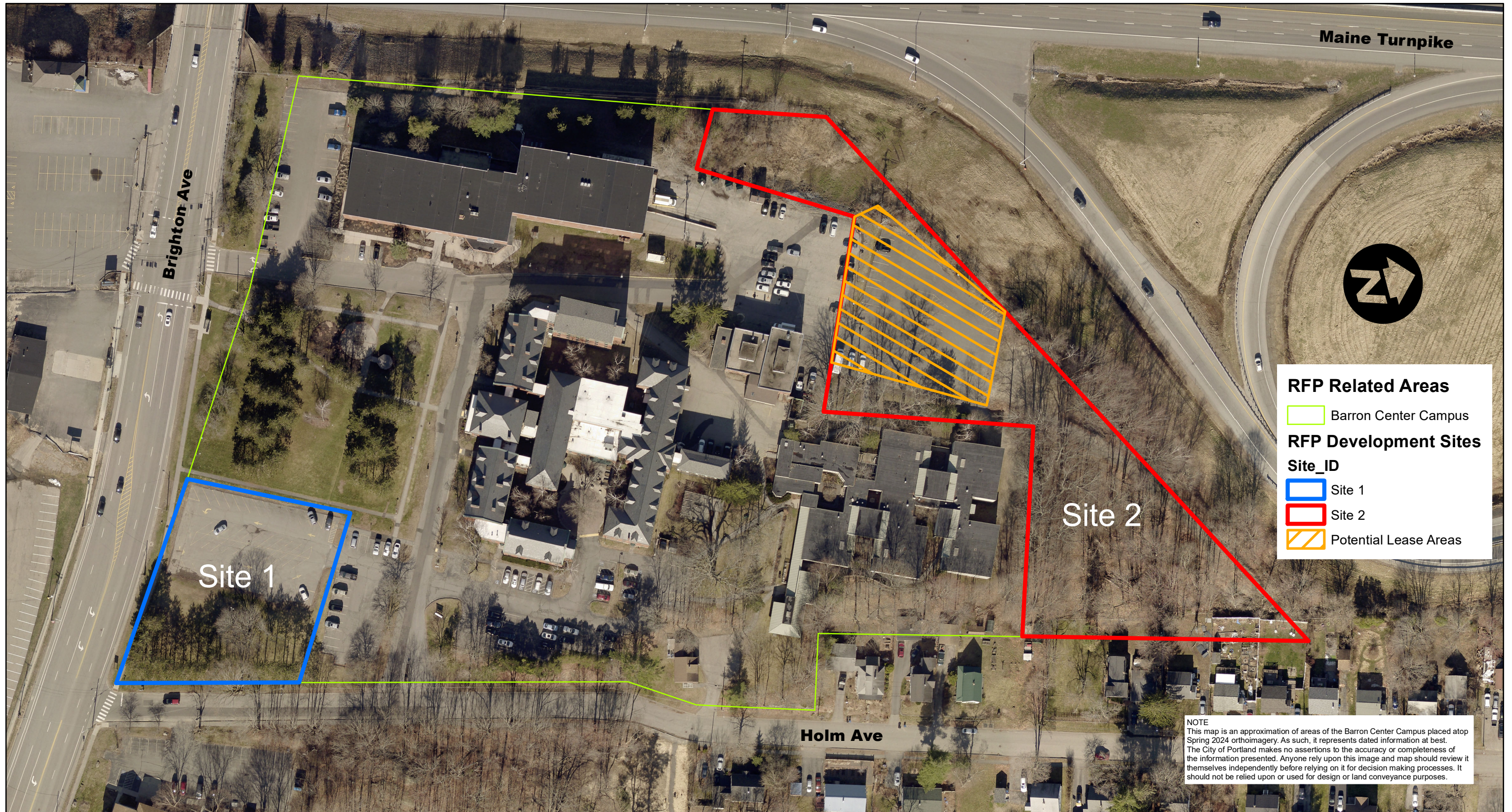


EXHIBIT A

GIS Sketch of Barron Center Campus and Vicinity
October 17, 2024 **1" = 100'**



CITY OF PORTLAND, MAINE
 DEPT. OF PUBLIC WORKS
 212 Canco Rd Suite B PORTLAND, MAINE 04101
 PHONE (207) 874-8846 FAX (207) 874-8852



Current Date: March 25, 2025

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**SAMANTHA CHAPIN
PURCHASING & CONTROLS MANAGER**

Please see attached response to questions received and supplementary materials.

Receipt of **Addendum No 1** to the City of Portland's **RFP #25056, Lease and Development of Affordable Housing on City-Owned Land at 1125 Brighton Avenue, Portland Maine**, is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

Q1: The RFP highlights the importance of the safety and well-being of Barron Center residents & staff. Are there any particular safety concerns that proposals should address (such as highly utilized outdoor areas)?

A1: The Barron Center is a skilled nursing facility that serves a vulnerable population that needs support with daily living activities, including a large population of residents with dementia. Residents, their families, and staff pass through shared spaces (sidewalks, drives, etc) in addition to utilizing the lawn directly in front of the Barron Center for recreation and outings. Design decisions should strive to ensure any shared spaces are deliberately planned in a manner to mitigate any challenges and that there are clear delineations (signage, physical structures) to indicate the spaces that are for building tenants and management. Additional social service support/case management will be important to mitigate risks such as harassment, substance use misuse and/or sales to residents, support staff, and families.

Q2: How is the Barron Center census projected to change over the next five years?

A2: The census will vary depending on a variety of factors- budgets approvals, recruiting capacity, and community need. At the moment we anticipate a 14% increase, with possible additional growth in following years as the City may move to expand programming in the Barron Center 2 building. As residents increase, staffing demand will increase too. While the Center is on a main transport avenue, a significant portion of staff use vehicles, hence the need to preserve and where possible, maximize efficient parking. Maximum residents would be 212 with maximum staff being approximately 105 on the day shift which would be the busiest shift.

Q3: Are there any significant programmatic changes expected at either Barron Center building in the next five years?

A3: While specific changes are unknown at this time, bidders are encouraged to consider the maximum capacity identified in Q2.

Q4: Are all Proposals available for public review?

A4: Proposals, to the extent that they can be made public, or redacted if applicable, will be available when they are presented to the Housing and Economic Development Committee.

Q5: How long after the Council agrees on a particular proposal do residents have to comment? Will the project begin immediately once a proposal is accepted?

A5: The public will have an opportunity to provide public comment to the Council up until the time that the Council begins its deliberations on the proposal at the Council meeting during which the item is scheduled for Council action. The timing for the commencement of the project will be addressed in an agreement between the Council and the selected proposer.

Q6: For Section 6 – Timetable, are you just looking for any variances from the provided schedule?

A6: Correct; please just confirm agreement with the time table; or specify any variances needed.

Q7: Is there anything more known about the front lot other than what's shown on the GIS?

A7: No, see answers to Q11 and Q12, for possible additional information.

Q8: How many employees are at the Barron Center? How many parking spaces are needed to be kept, and is it specific to each lot; or only by total spaces available?

A8: 212 Residents, 105 Staff, the total number of current parking spaces needs to remain the same; however, location & orientation can be changed.

Q9: Is there potential for Water Access on either lot?

A9: What is known is mapped on GIS; but additional exploration will be needed.

Q10: For the front lot; will the developer be able to consider sharing the current access of Holm Avenue?

A10: This is possible. However, it would require discussions with the Loring Housing who leases the parking lot above Site 1 and the City of Portland. An understanding of the access to the site would need to be determined as part of the site plan approval process.

Q11: Are there shared utilities on the campus? I.e: underground heating lines, etc..

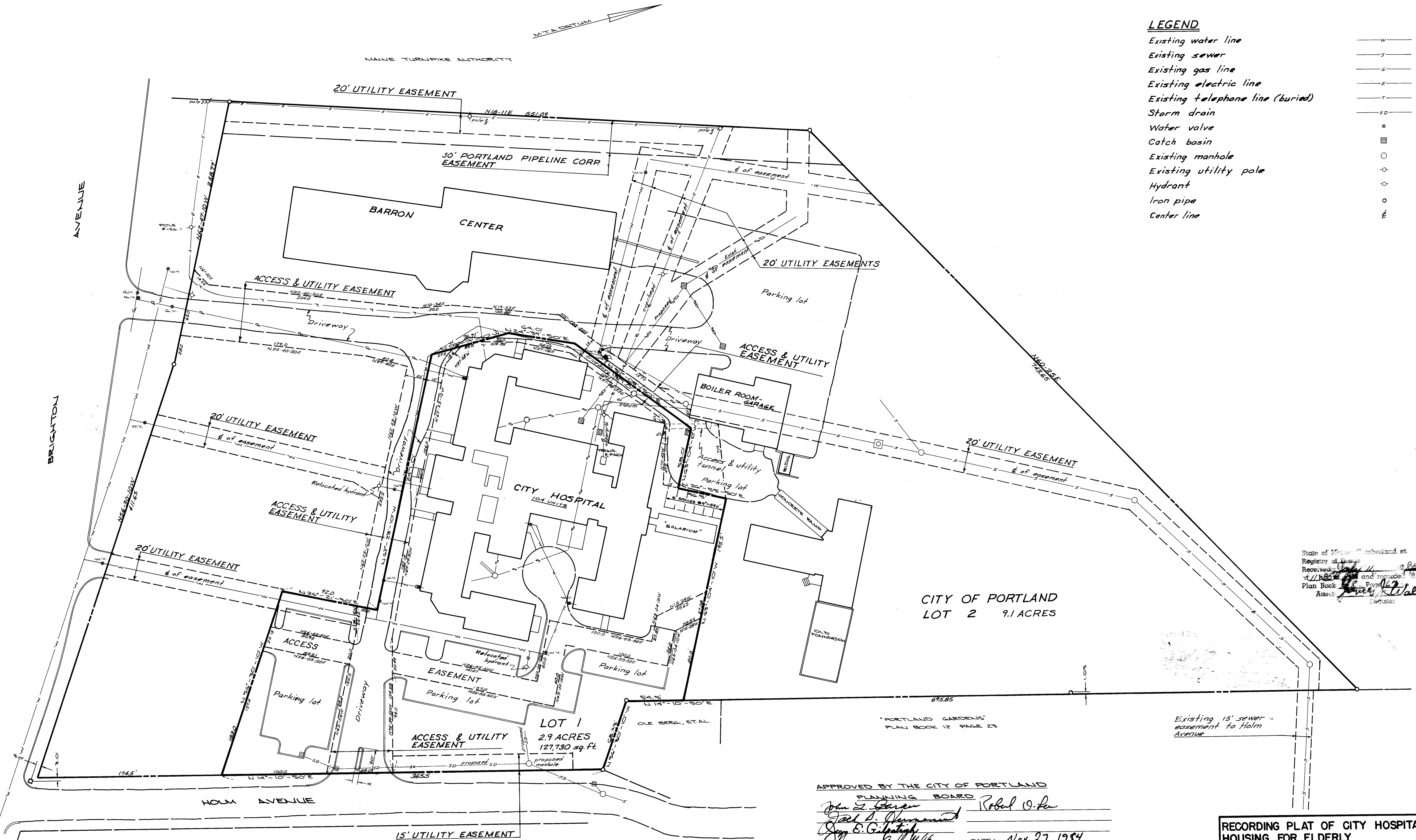
A11: The typical complement of public utilities available in Portland, service the site or are found in the streets abutting the site. It is unclear at this time if there is an ability and capacity to provide shared underground heating lines as part of the as yet to be submitted proposals. Given the variables involved with such an arrangement, the submittal proposal should present details how such an arrangement would work if it is technically feasible.

Q12: I was curious if we could obtain DPW's archived files for the site to better understand the existing on-site infrastructure and constraints.

A12: Some of the most up to date plans available for the site can be found at the Cumberland County Registry of Deeds (CCRD) and are publicly accessible through the CCRD website. Though they are incomplete in their depiction of the entire campus, they do provide some of the important information an initial development proposal of the site might find useful. Please see CCRD Plan Books (PB) and pages as follows: CCRD PB 148 Page 067, CCRD PB 191 Page 039 and CCRD PB 216, Page 056 (copies attached).

Q13: On the references – are you looking for a letter/written blurb as well as the contact info described, or just the contact info described for each reference?

A13: Only the contact information, as described in the RFP is required.



LEGEND

Existing water line
Existing sewer
Existing gas line
Existing electric line
Existing telephone line (buried)
Storm drain
Water valve
Catch basin
Existing manhole
Existing utility pole
Hydrant
Iron pipe
Center line

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State of Maine, Cumberland ss.
Registry of Deeds
Received Nov 11 1984
at Portland and recorded
in Plan Book 23 Page 67
Attest: John A. Walsh
Register

CITY OF PORTLAND
LOT 2 9.1 ACRES

"PORTLAND GARDENS"
PLAN BOOK 12 PAGE 23

Existing 15' sewer
easement to Holm
Avenue

- NOTES:
- 1/ LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE.
 - 2/ UTILITIES SHOWN ON THIS PLAN ARE EXISTING UNLESS LABELED OTHERWISE.
 - 3/ ONLY UTILITIES THAT AFFECT THE USE AND OCCUPATION OF BOTH LOTS 1 AND 2 ARE SHOWN.

NOTE: THE FOLLOWING REVISIONS WERE MADE TO THIS PLAN G-17-B5

1. ADDED PROPOSED "SOLARIUM"
2. ADDED NOTATION OF 104 UNITS
3. ADDED 6 PROPOSED PARKING SPACES BEHIND "SOLARIUM"

APPROVED BY THE CITY OF PORTLAND
PLANNING BOARD

John A. Walsh Robert O. Pen
Jack A. Hammond
John E. Gilchrist
Thomas G. LeMull

DATE: Nov. 27, 1984

Joseph E. King
CODES ENFORCEMENT OFFICER

DATE: 6/20/85



RECORDING PLAT OF CITY HOSPITAL
HOUSING FOR ELDERLY
PORTLAND, MAINE
FOR
CITY HOSPITAL HOUSING ASSOC.

Owen Haskell, Inc.		
Civil Engineers	South Portland, Maine	Land Surveyors
Drawn By <u>M.M.H.O.H.</u>	Date <u>NOV. 8, 1984</u>	Job No. <u>8416 P</u>
Trace By <u>M.M.H., O.H.</u>	Scale <u>1" = 40'</u>	Drwg. No. <u>1</u>
Check By <u>O.H.</u>		
Bk No <u>233, 234, 320</u>		

LEGEND

Existing water line
Existing sewer
Existing gas line
Existing electric line
Existing telephone line (buried)
Storm drain
Water valve
Catch basin
Existing manhole
Existing utility pole
Hydrant
Iron pipe
Center line

State of Maine, Cumberland Co.
Registry of Deeds
Received Nov 27 1984
at 2:44 P.M. and recorded in
Plan Book 148 Page 67
Attest [Signature] Registrar

CITY OF PORTLAND
LOT 2 9.1 ACRES

LOT 1
2.9 ACRES
127,130 sq. ft.

APPROVED BY THE CITY OF PORTLAND
PLANNING BOARD

[Signature]
DATE: Nov 27, 1984

[Signature]
DATE: 6/20/85
CODES ENFORCEMENT OFFICER

APPROVED BY THE PLANNING AUTHORITY PURSUANT
TO § 14-496(3) PORTLAND CITY CODE

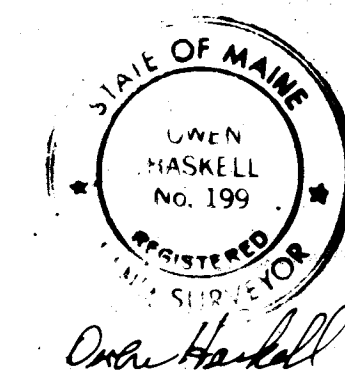
[Signature]
JOSEPH E. GRAY, DIR. OF PLANNING
AND URBAN DEVELOPMENT

Recorded C.C.R. of D. July 11, 1985 Plan Book 148 Page 67 (Revised PLPW Copy, May 1991)

REVISION: Δ
MAY 1991 - REVISION TO
ACCESS EASEMENTS BY
CITY OF PORTLAND

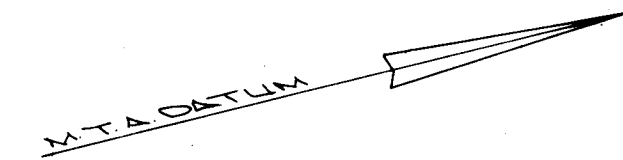
RECORDING PLAT OF CITY HOSPITAL
HOUSING FOR ELDERLY
PORTLAND, MAINE
FOR
CITY HOSPITAL HOUSING ASSOC.

Owen Haskell, Inc.
Civil Engineers South Portland, Maine Land Surveyors
Drawn By M.M.H.O.W. Date Nov 8, 1984 Job No. 8416 P
Trace By M.M.H.O.W. Scale 1" = 40' Drawn No. 1
Check By O.W. Bk No 253, 254, 255



NOTES:
1/ LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE.
2/ UTILITIES SHOWN ON THIS PLAN ARE EXISTING UNLESS LABELED OTHERWISE.
3/ ONLY UTILITIES THAT AFFECT THE USE AND OCCUPATION OF BOTH LOTS 1 AND 2 ARE SHOWN.

NOTE: THE FOLLOWING REVISIONS WERE MADE TO THIS PLAN 6-17-85
1. ADDED PROPOSED "SOLARIUM"
2. ADDED NOTATION OF 104 UNITS
3. ADDED 6 PROPOSED PARKING SPACES BEHIND "SOLARIUM"



197
37

Summary of Proposal: Community Housing of Maine CHOM	
SITE 1	
# OF UNITS	52 units of one-bedroom affordable rental housing for older adults aged 55 and older earning less than 50% and 60% of the area median income. Thirty percent (30%) of the units would be reserved for referrals from the city's Social Services Office.
AMENITIES	Shared use of the existing green space adjacent to the site (additional seating and lighting would be added) , a tenant community room, laundry facilities and tenant bike storage.
TIMELINE	9% Low Income Housing Tax Credit (LIHTC) Application in September 2026; with lease up beginning at the end of 2028.
SITE 2	The developer has (determined Site 2 to be more complicated and would need further investigation, however, the proposal envisions a building similar to the one proposed for Site 1)
# OF UNITS	38 affordable units (> 50% 2- and 3- bedroom units) for individuals and families earning less than 50% and 60% of the area median income. Thirty percent (30%) of the units would be reserved for referrals from the city's Social Services Office.
AMENITIES	Similar to those proposed for Site 1.
TIMELINE	9% LIHTC Application in September 2027 or 4% LIHTC in Spring of 2027;
COMMUNITY ENGAGEMENT	3 public meetings, with additional meetings with neighbors as needed, some outreach to neighbors has already begun; anticipated time frame of 7 months for public engagement
PROPERTY MANAGEMENT/ SUPPORT SERVICES	The properties would be managed by Preservation Management. A resident service coordinator would be on site for a minimum of 10-hours/week; tenant support services case management, system navigation, conflict resolution, mental health substance use and trauma recovery) would be provided by the city's Health and Human Services Department and a collaborative of 55 other partners including Spurwink and Commonsplace.
FINANCIAL CAPABILITY	In addition to the LIHTC application and grants from the Federal Home Loan Bank of Boston, Supportive Housing Program funds and Maine Housing below market rate debt, the developer would request assistance from the City of Portland's Jill C. Dusen Housing Trust Fund or HUD HOME Program funds, as well as an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement.
TECHNICAL CAPABILITY	CHOM is a seasoned affordable housing developer and the proposal reflects a team with the relevant experience and capacity to complete the proposed project.

Developers Collaborative/Prosperity Maine	
SITE 1	Family Housing
# OF UNITS	50 units ranging from one to four bedrooms (70% containing two or more bedrooms); affordable to households at or below 30% to 80% of area median income
AMENITIES	Meet the city's Green Building Ordinance; rooftop solar,
TIMELINE	9% LIHTC submission Sept 2025; construction start Sept 2026 and end Nov 2027
SITE 2	Family Housing
# OF UNITS	50 units ranging from one to four bedrooms (70% containing two or more bedrooms); affordable to households at or below 30% to 80% of area median income
AMENITIES	Meet the city's Green Building Ordinance; rooftop solar,
TIMELINE	9% LIHTC submission Sept 2026; construction start Sept 2027 and end Nov 2028
COMMUNITY ENGAGEMENT	Site 1 Three public meetings: 1st present concept, 2nd revised concept, 3rd Planning Board required neighborhood meeting Site 2 Four public meetings 1st community design workshop 2nd present preferred concept and solicit feedback, 3rd present refined design of preferred solution, 4th Planning Board require neighborhood meeting
PROPERTY MANAGEMENT /SUPPORT SERVICES	Developers Collaborative will serve as the development consultant and provide property management services. Intent is for ProsperityME to develop internal capacity to self-manage their real estate. ProsperityME will be the owner and support tenants through wraparound supportive services. Tenants will be supported by traditional property management and resident services.
FINANCIAL CAPABILITY	In addition to the LIHTC application and grants from the Federal Home Loan Bank of Boston, Supportive Housing Program funds and Maine Housing below market rate debt, the developer would request assistance from the City of Portland's Jill C. Duson Housing Trust Fund (\$900,000).
TECHNICAL CAPABILITY	Developers Collaborative is a seasoned affordable housing developer and the proposal reflects a team with the relevant experience and capacity to complete the proposed project.

Avesta Housing Development Corporation	
SITE 1	
# OF UNITS	40 family units with 12 efficiency units, 20 2-bedroom units, and 8 3-bedroom units. Thirty percent (30%) of the units would be reserved for referrals from the city's Social Services Office.
AMENITIES	The proposal includes 1,200 square feet of ground-floor co-working space for nonprofit organizations, podium parking with approximately 20 spaces, and pocket park for resident use.
TIMELINE	Community Engagement begins August 2025, planning approvals by June 2026, 9% LIHTC application Sept. 2026, construction start January 2028 and completion April 2029
SITE 2	Avesta does not consider Site 2 suitable for development "due to its constrained shape, presence of wetlands, proximity to single-family homes along Holm Avenue, and challenges related to replacing parking and ensuring safety for the community."
# OF UNITS	N/A
AMENITIES	The site would be enhanced with a walking trail. The developer is open to withdrawing its proposal for Site 2 should the city receive a suitable development proposal for Site 2.
TIMELINE	See above
COMMUNITY ENGAGEMENT	Community meeting after proposal selection, 2nd meeting after design concept completed, 3rd meeting during planning board process
PROPERTY MANAGEMENT/SUPPORT SERVICES	8 efficiency apartments (30% of the units) reserved for 30%AMI referrals from the City's Social Service office
FINANCIAL CAPABILITY	Primary financing will be 9% LIHTC; additional sources may include MaineHousing's Subsidy and Loan Program and Federal Home Loan Bank Affordable Housing Program.
TECHNICAL CAPABILITY	Avesta is a seasoned affordable housing developer and the proposal reflects a team with the relevant experience and capacity to complete the proposed project.

LB Development/Saabino Development Company	
SITE 1	Family Housing; Envisions the City of Portland as part of the owner entity's general partnership
# OF UNITS	65-90 affordable and workforce housing units, majority of units two-bedrooms or larger (some 4-5-bedroom units), half restricted to 0% ami or below, half restricted to 80% ami or below, 30% of the overall units set aside for referrals from Portland's Social Service Division
AMENITIES	Commercial office space on 1st floor occupied by Gateway Community Services for service provision to the general public and available to residents of the development
TIMELINE	9% LIHTC Sept 2026, construction begins July 2027 and ends Jan 2029
SITE 2	Parking
# OF UNITS	25 parking spaces available to residents of the development
AMENITIES	Specifics of amenities and programming will be determined through the community engagement process
TIMELINE	See Site 1 Timeline
COMMUNITY ENGAGEMENT	Canvassing of the neighborhood, host office hours at local businesses and gathering spaces, targeted meetings with interest groups (neighborhood associations, Barron Center staff & residents, Loring House, Office of Elder Affairs)
PROPERTY MANAGEMENT/SUPPORT SERVICES	Property management services to be provided by Preservation Management Gateway Community Services would provide services as needed to residents in the building, including case management support, community health navigation, etc.
FINANCIAL CAPABILITY	Primarily funded through LIHTC, MaineHousing debt, a substantial TIF from the City, commercial debt and other private financing
TECHNICAL CAPABILITY	LB Development has the knowledge, experience and financial capacity to successfully plan, manage and complete this project. Saabino Development Company has completed the rehab of a multifamily investment property in Portland, completed and resold two single family homes and is currently overseeing the redevelopment of a group home in Biddeford for use as a housing and resource hub for indigent youth.

NeuSites USA LLC - This proposal was deemed to be incomplete by the Staff Review Committee	
SITE 1	Development a mixed-income housing complex incorporating green space and maintaining the existing parking lot
# OF UNITS	Number of proposed units not provided, mix of unit sizes to accommodate families, individuals and seniors
AMENITIES	Implement stormwater management systems to minimize runoff, incorporate renewable energy sources, solar panels, preserve existing green spaces and enhance landscaping to promote biodiversity
TIMELINE	Not provided
SITE 2	Create a permanent supportive housing facility, preserving the forest green space and ensuring compatibility with the surrounding environment
# OF UNITS	Number of proposed units not provided, mix of unit sizes to accommodate families, individuals and seniors
AMENITIES	Implement stormwater management systems to minimize runoff, incorporate renewable energy sources, solar panels, preserve existing green spaces and enhance landscaping to promote biodiversity
TIMELINE	Not provided
COMMUNITY ENGAGEMENT	Engage the Nason's Corner and Sagamore Village communities through public meetings, surveys and workshops
PROPERTY MANAGEMENT/SUPPORT SERVICES	Establish an onsite management team to oversee daily operations, maintenance and resident services. Partner with local organizations to provide supportive services, including job training, healthcare and counseling.
FINANCIAL CAPABILITY	Insufficient information provided, unable to determine
TECHNICAL CAPABILITY	Insufficient information provided, unable to determine

RFP #25056

Lease and Development of Affordable Housing on City-Owned Land at 1125 Brighton Avenue, Portland Maine
SCORING SUMMARY

	LB Development Partners	Community Housing of Maine	Avesta	Prosperity ME	Neausites
Development use concept demonstrates understanding of the City's stated desired outcome, policies and priorities; including but not limited to prioritizing the safety and well-being of abutting communities (30 points)	18	27.3	21.5	21	5
Neighborhood engagement plan that clearly outlines how the Development Team will engage the neighborhood on this project (20 points)	11.5	17.3	12.3	17.3	2.1
Developer Team qualifications and references (20 points)	11	20	18.3	17.8	2.6
Applicant's ability to complete project, including readiness to initiate the project and ability to begin the application process in a timely manner (15 points)	7.8	12.4	13	13.8	1.6
Responsiveness to submittal requirements, including those described in Section II. Development Considerations (15 points)	8.5	13.5	13	12.6	2.5
Total	56.8	90.4	78	82.4	13.9

support for Prosperity Place

Kaitlin Minnehan kaitlin.minnehan@gmail.com via portlandmaine.gov

Sat, May 17, 2:11 PM (2 days ago)

to publiccomment

Good evening members of City Council,

My name is Kaitlin Minnehan and I live in Portland's District 3 at 29 Powsland St. I work as a primary care doctor in Portland and Scarborough. I am writing to you to support ProsperityME and Developers Collaborative's proposal to develop family affordable housing at 1125 Brighton Ave.

I take care of many families every day in primary care and see how much they are struggling. Everyone, and especially children, need a stable place to live and feel safe in order to thrive. It is one of the most essential components of our health.

The Family Shelter has been at capacity for several years, waitlists for affordable apartments are three times longer than available units and there are almost 600 students in Portland Public Schools that don't have a safe place to sleep each night. With structural challenges like state policies, higher operating costs and greater physical space needs working against the development of family units, the city needs to give its full support. Prosperity Place will create a path for families to move from being unhoused to financially independent that would not otherwise exist.

It is essential that city council award the Barron Center RFP at the May 19th Council meeting to ensure that affordable housing is built for Portland's residents as soon as possible. We are in a housing crisis and we can't afford any unnecessary delays.

Please support Portland's families by passing the Housing & Economic Development Committee's recommendation in support of the proposal from ProsperityME & Developers Collaborative at 1125 Brighton Ave.

Thank you for your consideration

Kaitlin Minnehan, MD

Barron center RFP

Kellan Simpson kmsimp1@gmail.com via portlandmaine.gov
Sun, May 18, 6:00 AM (1 day ago)
to publiccomment

Dear Portland City Council,

I am writing regarding the Baron center RFP.

First and foremost I urge you to vote on this issue tonight and do not further delay progress in the housing affordability crisis.

Second I support the Housing and Economic development committee's recommendation for the proposal from ProsperityME. The approach is unique to offerings of the past and should be pursued without further delay.

Thank you,

Kellan Simpson
77 Hersey St
Portland, ME

Prosperity Place - Urgent Need for Affordable Housing Decision May 19th

Tyler Norod tnorod@westbrookdevelopmentcorp.org via portlandmaine.gov

Attachments

Sun, May 18, 12:43 PM (1 day ago)

to publiccomment@portlandmaine.gov

Mayor Dion, members of the City Council, and City staff,

Attached please find my testimony in support of Prosperity Place, a critical affordable housing development on City-owned land at the Barron Center. After receiving support from the Housing Committee it is critical that we maintain the path forward and vote on this important project as soon as possible so that we do not miss the annual funding application from MaineHousing. I know that the Council is as busy as ever, but please consider prioritizing a public hearing to award this land. Any delay in the Council review could mean another year or more without much needed affordable family housing for Portland residents.

Thank you for your consideration.

Sincerely,
Tyler Norod

Machigonne Street, Portland, ME

May 20, 2025

Testimony of Tyler Norod to the Portland City Council In Support of Prosperity Place at 1125 Brighton Avenue

Good evening Mayor Dion, members of the City Council, and City staff,

My name is Tyler Norod, and I am a resident of Portland, living just down the street from the Barron Center on Machigonne Street. I am also a former Housing Planner for the City of Portland, an affordable housing developer, advocate, and currently serve on the Board of Directors of ProsperityME.

I would like to offer my strong support for Prosperity Place. As a neighbor, housing professional, and board member, I can say with full confidence that this project is exactly what Portland needs — and we must act with urgency to make it a reality.

For more than a decade, I have worked in and around Portland's housing landscape. I know firsthand how difficult it has become for families to find safe, stable, and affordable homes. The vast majority of recent affordable housing developments in and around our city have been targeted to seniors, and while those investments are essential, they do little to alleviate the growing crisis among younger families and school-aged children.

Prosperity Place directly addresses this gap.

The project will deliver 100 units of mixed-income affordable family housing in two phases, including deeply affordable units serving households from 30% to 80% of Area Median Income. Most importantly, it will include 3- and 4-bedroom apartments — a unit type that is in chronically short supply and virtually absent at affordable price points. According to Portland Public Schools, there are nearly 600 students who are housing insecure or homeless. We also know dozens of families are languishing in shelters without real options. This project gives them one.

Additionally, Prosperity Place would be a catalyst for intergenerational community — part of a broader vision for the Barron Center campus. Imagine a place where children and elders share a campus, where ProsperityME's unique wraparound services help families not only stabilize but thrive — offering financial literacy, workforce development, educational opportunities, and long-term paths toward economic independence.

It's also significant that this project will represent one of the first instances of a BIPOC-led housing development and ownership model in Portland. ProsperityME's partnership with Developers Collaborative — one of Maine's most accomplished affordable housing developers — will ensure that the project is built with the highest standards while simultaneously building lasting capacity within a community-based organization that is rooted in Portland's growing immigrant population.

But all of these aspirations hinge on one critical decision.

We must act now.

In order for the project to meet the deadlines required by MaineHousing's 2025 funding round, the City must award the Barron Center site tonight. Any delay — even a matter of weeks — would force the team to miss the funding window, pushing construction back by at least a year and delaying occupancy to 2028 or even 2029. That means another 3-4 school years where hundreds of children may continue to lack stable housing.

I know you will likely hear from many others — residents, professionals, and perhaps even teachers and service providers — all emphasizing the same truth: we cannot afford to delay family housing any longer. I'm urging you to follow the recommendation of your Housing & Economic Development Committee and vote to award the site to the ProsperityME and Developers Collaborative team without delay.

In doing so, you will make a bold and essential statement that Portland values all of its families. That we believe housing is a fundamental right. That we understand that equitable development means addressing gaps, not just building units. And that we are ready to act, not just plan.

Thank you for the opportunity to express my thoughts. I urge you to support Prosperity Place and to vote to award the site at 1125 Brighton Avenue at the May 19th meeting.

Tyler Norod

Machigonne Street Resident

Former City of Portland Housing Planner Affordable Housing Developer & Advocate Board Member,
ProsperityME

affordable housing at the Barron Center

'joanna frankel' via Public Comment
Sun, May 18, 2:20 PM (22 hours ago)
to publiccomment@portlandmaine.gov

Dear members of the City Council,

My name is Joanna Frankel and I am a resident of District 2 and a proud employee of Portland Public Schools. I am writing in my capacity as a taxpayer and resident who also happens to have an intimate understanding of the housing crisis in our city, especially as it impacts kids and families. I whole-heartedly support Prosperity ME's development of affordable family housing at the former Barron Center site on Brighton Avenue, and I urge you to give this careful consideration at your meeting on Monday, May 19th.

I don't have to tell you about the housing crisis in Portland; we are beyond the breaking point which has led to overcrowded shelters, tent encampments, and working and middle class people being driven to surrounding towns to find affordable housing. I know many people working on behalf of our city, whether that's in the service industry or in the schools, who have been priced out for years or are working multiple jobs to pay for market rate housing when they want to stay in Portland. I also know many unhoused children and families who came to Portland to build better lives for themselves.

Affordable family housing is what this city needs. Not more high end condos, but housing for our families and our children, for our employees in the public sector like our teachers. This is what Prosperity ME's proposal can provide, and I don't think we are in a position to say no. Please support Portland's families by passing the Housing & Economic Development Committee's recommendation in support of the proposal from ProsperityME & Developers Collaborative at 1125 Brighton Ave.

Thank you for your thoughtful decision-making process on this important issue.

Sincerely,
Joanna Frankel
113 Brackett St, Portland

May 19th Meeting- The Prosperity Place Project

'Dylan Renee Stillman Chepke' via Public Comment
Sun, May 18, 4:26 PM (20 hours ago)
to publiccomment

Dear Members of City Council,

My name is Dylan Stillman Chepke, and I live in Raymond, Maine. I teach at Rowe Elementary School in Portland, and I'm writing to express my strong support for the proposal from ProsperityME and Developers Collaborative to build affordable family housing at 1125 Brighton Avenue.

As an educator, I see the direct impact of Portland's housing crisis on my students. I currently have two students who have been living at the Family Shelter for over two years. Despite their strength and determination, it is heartbreaking to know that they have spent such a long time without the stability of a permanent home — and their situation is far from unique, as there are hundreds of students in Portland Public Schools who are facing housing instability. We must act.

The Prosperity Place project represents exactly the kind of thoughtful, inclusive development Portland needs. Not only does it prioritize larger, family-sized units — which are in critically short supply — but it also connects residents to ProsperityME's robust support services, creating a true foundation for long-term success.

I highly encourage the Council to move forward with awarding the Barron Center RFP at the meeting on May 19th.

Thank you for your service to our community and for your commitment to equitable housing solutions.

Sincerely,

Dylan Stillman Chepke

Raymond, Maine

Teacher, Rowe Elementary School

*** Please Note: ***

This E-mail and its attachments may be confidential and are intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this E-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this E-mail is strictly prohibited and may be unlawful. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout. Any views or opinions expressed are solely those of the author and do not necessarily represent those of the Portland Public Schools.

Comment in Support of Prosperity Place

Adelle Pitsas apitsas4@gmail.com via portlandmaine.gov
Sun, May 18, 5:23 PM (19 hours ago)
to publiccomment

Hello members of City Council,

My name is Adelle Pitsas and I live in Portland's District 3 at 150 Douglass St. I am writing to you in support of ProsperityME's and Developers Collaborative's proposal.

There is a dire need in Portland for intergenerational, affordable housing. With hundreds of students in Portland Public Schools without stable housing, I believe this project would make great progress towards creating homes for these students and their families, not to mention financial independence for families who would not otherwise have the opportunity. Further, I believe in the power of intergenerational, mixed income housing to create the seeds of community so integral to maintaining a healthy and prosperous Portland. This project on Brighton Ave would create that intergenerational and mixed income campus.

I ask that City Council vote on the proposals at the May 19th council meeting. I think it is important to decide now so there are no unnecessary delays to building vital housing.

Please support Portland's families by supporting the proposal from ProsperityME and Developer's Collaborative at 1125 Brighton Ave.

Thank you for your consideration,

Adelle Pitsas

ProsperityME / Developers Collaborative housing project public comment

Kevin Carley kpcarley@gmail.com via portlandmaine.gov
Sun, May 18, 10:19 AM (1 day ago)
to publiccomment

To members of the City Council,

Our names are Kevin Carley and Ellen Grant. We live at 57 Mackworth St in Portland. We are here this evening to voice our support for ProsperityME & Developers Collaborative housing project at 1125 Brighton Ave.

We have been a friends and supporters of ProsperityME for thirteen years. Over that time we have watched them grow from a small organization with limited programming focused on financial literacy, into a well managed immigrant led organization with diversified programs in workforce development, college scholarships and housing advice. Getting involved in developing an affordable housing project is a logical next step for them as an organization. Housing is the most critical need for many of their clients on their journey towards financial independence and building wealth.

The decision to work with Developers Collaborative on this project is a smart move and it is an example of the way that ProsperityME makes good business decisions. Rather than trying to build that expertise in house, they decided to partner with a first rate organization that has a track record of developing worthwhile projects. The two organizations bring complementary skills to this effort and we have no doubt they will be successful if given the opportunity.

We urge you to support the ProsperityME & Developers Collaborative housing project at 1125 Brighton Ave.

Thank you

Kevin Carley
Ellen Grant
57 Mackworth St
Portland, ME 04103

207 807 6189. (Kevin)
207 838 5171 (Ellen)

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER (A/L)
BENJAMIN GRANT (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

SARAH MICHNIEWICZ (1)
WESLEY PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**RESOLUTION SUPPORTING THE DEVELOPMENT OF A FISCAL PARTNERSHIP
POLICY FOR TAX-EXEMPT INSTITUTIONS**

WHEREAS, Portland is home to a growing number of large nonprofit institutions that own substantial real estate but are exempt from paying property taxes; and

WHEREAS, these institutions benefit from zoning approvals, infrastructure investments, and core municipal services—including fire, police, road maintenance, and stormwater management—without directly contributing to the City’s general fund; and

WHEREAS, environmental and infrastructure impacts from large-scale institutional expansion further strain municipal systems, particularly in climate-vulnerable areas such as watersheds, transit corridors, and older neighborhoods; and

WHEREAS, the assessed value of tax-exempt property in Portland now exceeds \$3 billion, representing more than 20% of the City’s total property value and shifting the cost of services increasingly onto residents, renters, and small businesses; and

WHEREAS, in September 2024, the Finance Committee produced a draft Payment in Lieu of Taxes (PILOT) Policy proposing a voluntary framework for tax-exempt institutions to contribute based on property value, service impact, and public benefit, and continued development of a PILOT Policy is on the Finance Committee’s work plan for this year; and

WHEREAS, recent zoning decisions—such as the Institutional Overlay Zone granted to the University of New England—highlight the need for transparent, proactive mechanisms that align institutional growth with community investment;

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council supports continued development of a structured policy on fiscal partnerships with tax-exempt institutions, building on the draft PILOT framework introduced in 2024 and aligning with the City’s long-term goals for financial sustainability and community investment; and

BE IT FURTHER RESOLVED, that in connection with its continued development of a PILOT Policy, the City's Finance Committee shall consider the matters addressed in this Resolution.